



**ROANOKE CITY COUNCIL
ROANOKE CITY SCHOOL BOARD
MONDAY, MAY 2, 2005**

9:00 A.M.

ROOM 159

AGENDA

1. Call to Order -- Roll Call

**City Council
School Board**

**2. Welcome and Opening Remarks. Mayor Harris
Chair Stockburger**

**3. Introduction of and remarks by Marvin T. Thompson, Incoming
Superintendent of Schools.**

4. Response with regard to the following inquiries by Council:

- **Venue for Patrick Henry and William Fleming High School
football games**
- **Status report on the Roanoke Academy for Mathematics and
Science**
- **Status report on the study regarding School uniforms**
- **Status report on the Blue Ridge Technical Academy**
- **Status report on School accreditation**
- **Status report on combining certain City/School
administrative functions**

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5. Response with regard to the following inquiries by the School Board:

- **May SOL tests**
- **Financial responsibility with regard to Victory Stadium for the 2005 high school football season**
- **Clarification on the proposed meals tax increase with regard to the William Fleming High School project**
- **Scheduling of a future City Council/School Board retreat**

6. Fiscal Year 2005–2006 School Budget.

7. Comments by Council Members/School Trustees.

THE SCHOOL BOARD MEETING WILL BE ADJOURNED.

A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2–3711(A)(1), Code of Virginia (1950), as amended.

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A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for public purposes, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2–3711(A)(3), Code of Virginia (1950), as amended.

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Items listed on the 2:00 p.m. Council docket requiring discussion/clarification; and additions/deletions to the 2:00 p.m. docket. (15 minutes)

Topics for discussion by the Mayor and Members of Council. (10 minutes)

Briefings:

- **Neighborhood Month – 10 minutes**

P 19

THE AUDIT COMMITTEE WILL MEET AT 11:00 A.M., IN THE COUNCIL'S CONFERENCE ROOM, ROOM 451, NOEL C. TAYLOR MUNICIPAL BUILDING.



ROANOKE CITY COUNCIL REGULAR SESSION

**MAY 2, 2005
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Council Member Alfred T. Dowe, Jr.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Harris.

Welcome. Mayor Harris.

NOTICE:

Today's Council meeting will be replayed on Channel 3 on Thursday, May 5, 2005, at 7:00 p.m., and Saturday, May 7, 2005, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV. CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A Resolution memorializing the late Julian F. Hirst, former City Manager.

R 20

A Resolution paying tribute to Dr. Belinda Childress Anderson, the first female President of Virginia Union University, one of the nation's oldest historically black colleges.

R 22

A Proclamation declaring Friday, May 6, 2005 as Clean Commute Day.

A Proclamation declaring the week of May 7 – 15, 2005 as National Tourism Week.

- **A report and recommendation of the Stadium Study Committee will be presented by John H. Parrott, Chair, at 4:00 p.m.** [P 185]
- **A communication from Mayor C. Nelson Harris transmitting a "Plan of Action for Stadium Decision."** [P 202]

3. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 Minutes of the regular meetings of Council held on Monday, March 7, 2005 and Monday, March 21, 2005. [P 24; P 71]

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

- C-2 Minutes of the meeting of the Roanoke City Audit Committee held on Monday, April 4, 2005. [P 98]

RECOMMENDED ACTION: Receive and file.

- C-3 Qualification of J. Granger Macfarlane as a member of the Roanoke Regional Airport Commission, for a term ending March 9, 2009.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

4. PUBLIC HEARINGS: NONE.

5. PETITIONS AND COMMUNICATIONS: NONE.

6. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Amendments to the Five-Year Consolidated Plan for Fiscal Year 2000–2005; and transfer of funds.
2. Execution of the 2004–2005 CDBG and HOME funded “Park Street Square” Agreement with the Roanoke Redevelopment and Housing Authority.
3. Authorization to execute a Memorandum of Understanding with the Virginia Employment Commission and the Western Virginia Workforce Development Board to accept Workforce Investment Act funds, in the amount of \$2,500.00, for institutionalization of the Governor’s Career Readiness Certificate.
4. Transfer of \$100,000.00 of Western Virginia Workforce Development Board Workforce Investment Act funds for Program Year 2003 Adult Program.

P 105;
B/O 109;
R 110

P 111;
R 135

P 136;
B/O 141;
R 142

P 143;
B/O 145

b. DIRECTOR OF FINANCE:

1. Financial report for the month of March 2005.

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7. REPORTS OF COMMITTEES: NONE.

8. UNFINISHED BUSINESS:

- a. A communication from the City Manager recommending execution of the first amendment to the Lease Agreement with Crown Roanoke, LLC, for rental of office space at 111 Franklin Road, S. E., for an additional three-year period, beginning June 1, 2005 and ending May 31, 2008. (Ordinance was tabled on Monday, April 4, 2005.)

P 159;
O 182

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A Resolution reappointing William H. Lindsey as a Trustee to the Roanoke City School Board for a term of three years, commencing July 1, 2005 and ending June 30, 2008. R 183
- b. A Resolution appointing David B. Carson as a Trustee to the Roanoke City School Board for a term of three years, commencing July 1, 2005 and ending June 30, 2008. R 184

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.

THE COUNCIL MEETING WILL BE DECLARED IN RECESS UNTIL WEDNESDAY, MAY 4, 2005, AT 8:30 A.M., IN ROOM 159, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., CITY OF ROANOKE, FOR FISCAL YEAR 2005-2006 BUDGET STUDY. THE BUDGET STUDY SESSION WILL RECONVENE ON THURSDAY, MAY 5, AT 8:30 A.M., AT THE SAME LOCATION, IF NECESSARY.



Kathy G. Stockburger, Chairman
Robert J. Sparrow, Vice Chairman
William H. Lindsey

Gloria P. Manns
Alvin L. Nash
Courtney A. Penn

David B. Trinkle, M.D.
Doris N. Ennis, Acting Superintendent
Cindy H. Lee, Clerk of the Board

Roanoke
City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

April 27, 2005

The Honorable C. Nelson Harris, Mayor
and Members of City Council
Roanoke, VA 24011

Dear Mayor Harris and Members of Council:

We look forward to meeting with you on Monday, May 2. Enclosed you will find information which I hope will answer questions posed to the School Board. We will be happy to expand on these responses, or answer any additional questions, during the meeting Monday. Please note that we have presented several agenda items for discussion as well. We do not expect detailed responses; rather, we think these are appropriate issues of mutual concern around which to begin discussion.

Thank you for your continued support of Roanoke City Public Schools. We are excited to have Mr. Marvin Thompson, our new superintendent, join us for the May 2 meeting. We are also pleased to have Acting Superintendent Doris Ennis and executive staff join us.

Sincerely,

Kathy G. Stockburger
Chair

Enclosures

pc: School Board Members
Doris N. Ennis
Marvin T. Thompson

**May 2, 2005 Joint City Council/School Board Meeting
Agenda Items**

The following information is provided in response to Councilman Lea's request:

2005 High School Football Venue

The School Board supports the recommendation of the superintendent and executive staff that efforts be made to secure Victory Stadium for all high school home games in the fall of 2005 and provides the City with the following list of needs and specifications to closely emulate the playing conditions that have been present in the past at Victory Stadium:

1. Provide locker room facilities for both teams in the National Guard Armory.
2. Erect a press box—
 - a. Three locations to provide space for announcing, filming the games, coaching (announcer and scorekeeper; home coaches' box and filming area; visitor coaches' box and filming area)
 - b. Press box needs to accommodate a minimum of 20 people (40' x 6')
 - c. PA system for use during games
3. Working scoreboard and twenty-five second play clocks.
4. Wireless headsets for both teams (set up on two separate channels)
5. Bleacher seating for 3,000 patrons
6. Sideline benches for both teams (enough to seat 40 on each side)
7. Upgrade lighting for field
8. Provide modular port-a-john units for patrons
9. Adequate fencing surrounding brick structure to ensure safety for all patrons
10. Fence around playing field to separate players and patrons (there is a concern about having fans so close to the playing field)
11. Yard line markers every 10 yards and at goal line
12. Access to water on sidelines
13. Approval for high schools to run their own concessions on game nights

Roanoke Academy for Mathematics and Science Elementary School – Progress Report

The School Board has actively monitored the progress of the new Roanoke Academy for Mathematics and Science Elementary School and expects the general contractor to perform its duties under the contract. In an effort to assist the general contractor in the completion of its duties, Roanoke City Schools secured the construction management services of J.M. Turner & Company, Inc., to assist in the project's completion. The cost of the project will not exceed the contract price. A moving date for staff and students will be announced once a certificate of occupancy is obtained. Students will not move into the facility before SOL testing is completed on May 19 to ensure that the school's focus remains on instruction.

Roanoke Academy will be a state-of-the-art school. Each classroom, including the media center and cafetorium, is equipped with a 27" television to broadcast educational programs. Students will utilize mobile computer labs that will provide for wireless

Internet access, in addition to computer workstations present in each classroom. Teachers will have the ability to do PowerPoint presentations in their classrooms. The math lab, science lab and computer lab are all equipped with interactive whiteboards which allow video and computer images to be projected. Students can interact with the whiteboard using a stylus or their finger as a mouse. The screen images can be captured and saved for review or future learning opportunities. Teachers can develop electronic lesson plans in advance to be used by substitute teaching staff should the need arise.

Safety/Discipline/School Uniforms

Recommendations from the School Safety/Discipline Task Force (May 21, 2004) include five (5) action arenas:

1. Human Resources Development,
2. Leadership Policy and Operations,
3. Student Programs,
4. Staffing, and
5. Communication and Collaboration Throughout the Roanoke Community.

The Roanoke school district has accomplished numerous recommendations in the five arenas proposed by the Task Force. Major actions are summarized under each specific arena.

Arena I: Human Resource Development

Human resources that affect schools have been expanded and developed.

- ✓ Staff training on the reporting and recording of discipline data continues to be conducted on a regular basis. For example, the ***Student Code of Conduct (Standards and Expectations for Student Behavior K-12)*** has been revised and disseminated to provide clear and consistent rules and policies. For example, discipline codes for infractions were illustrated in the publication to provide consistency in reporting and recording discipline.
- ✓ De-escalation Training was conducted and completed by March 1, 2005 for staffs in all schools. Schools are reporting positive results.
- ✓ Youth Court has been established in both high schools resulting in over 53 students receiving disciplinary consequences other than out-of-school suspensions; thus, reducing out-of-school suspensions.

Arena II: Leadership Policy and Operations

The policies and procedures are clear for student behavior and all administrators have set higher expectations for students.

- ✓ The School Board will take action on a **dress code policy** at the May board meeting, which, if passed, will require all school handbooks to follow a consistent dress code with the requirements set forth in the ***Student Code of Conduct***. Additionally, the Board is considering policies and regulations specifically

addressing school uniforms pending approval at the May board meeting. Policies will be in place that will allow individual schools to request permission from the School Board for uniform programs to begin as early as fall semester, 2006. In order to receive Board approval schools must meet all regulations including the support of 70% of their families.

- ✓ The DARE and SRO programs continue to be effective. The most recent program intervention by DARE is the gang prevention curriculum that is now in place at all elementary schools. The program also has a component dealing with bullying.
- ✓ Surveillance cameras have been added at William Fleming with upgrades for Addison and Ruffner now completed. Cameras for some elementary schools are still pending.

Arena III: Student Programs

Various support programs for students have been implemented during the 2004-05 school year.

- ✓ Conflict mediation programs have been implemented at all middle schools in the Roanoke City school system. These programs are being evaluated in terms of numbers of students participating and results from teachers and principals. Peer mediators will also be trained in all fourth and fifth grades in 2005-06.
- ✓ The New Start program has been added to include special services for elementary students with serious behavioral problems not currently addressed in the regular classroom. Two classes were established in 2004-05.
- ✓ Adolescent Uplift, Beyond Anger Management counseling, and New Beginnings continue to provide additional services for specific groups of students.
- ✓ Character Education and good citizenship programs continue in all schools through various programs and activities.

Arena IV: Staffing

Staffing has been added to focus on safety, security, and prevention.

- ✓ Four additional guidance counselors have been added at the middle school level so each middle school will have two guidance counselors for 2005-06 paid by the local budget.
- ✓ A Discipline Coordinator for Transportation has been added to serve as a liaison with parents, school staff and students regarding transportation issues.
- ✓ All security officers in Roanoke City Schools will be trained and will receive certification as school security officers prior to the 2005-06 school year.
- ✓ Roanoke City school staff and the Police Department continue to conduct drug dog searches at each middle and high school twice a year (minimum). When schools suspect drug activity, additional searches are requested.

Arena V: Communication and Collaboration Throughout the Community

Added staff has allowed Roanoke City Schools to focus on safety, security and prevention.

- ✓ Both high schools have increased supervision in hallways, cafeterias, common areas and locker rooms because of the seven-period day now in place.
- ✓ Parents, school resource officers and administrators serve on the Discipline Data Review Team to better understand and assist in reporting discipline data for the school district.
- ✓ The School Board Safety Advisory Committee continues to promote the involvement of parents, school and community leaders regarding discipline and safety issues.
- ✓ The School Board Safety Advisory Committee appointed a sub-committee that developed the dress code policies and procedures presented to the School Board at their April Board meeting.

Evaluations of the various programs continue with both hard and soft data presented to the School Board in quarterly reports. For example, logs are maintained on the numbers of students participating in Conflict Mediation and Beyond Anger Management with teachers and staff reaction.

Roanoke City Schools is spending approximately \$1,555,023 for 2004-05 on the various programs and activities described. The third quarterly discipline report in 2004-05 compared to the third quarterly report in 2003-04 showed a decrease of 34% in the number of discipline incidents.

Meeting the Needs of Blue Ridge Technical Academy Students

A study group consisting of students, parents, school board members, superintendent and a representative from the business community will meet to determine if there are feasible ways to maintain the program and provide a recommendation to the School Board by May 19.

In the interim, a transition plan has been developed for students, parents, and staff (see attached) that will meet the needs of the students during the upcoming school year.

School Accreditation

The Virginia Department of Education's implementation of the Standards of Quality has been supportive and ongoing through the use of visiting Academic Review Teams that provide technical assistance to help schools develop Three-Year School Improvement Plans designed to achieve full accreditation.

Roanoke City Public Schools now has 15 schools warned in one or more areas and that have received assistance in developing School Improvement Plans. Eight of these 15 schools receive Title 1 funds and must also meet the additional requirements of Adequate Yearly Progress (AYP) under the federal No Child Left Behind Act. Six of the 15 schools are rated as Tier 3 meaning they did not make AYP and/or were within 14 points

of passing. These schools revised their current plans and will not require a follow-up visit by the Academic Review Team.

Seven of the other nine schools received a full Academic Review, which requires a Three-Year Improvement Plan and a follow-up visit from the Academic Review Team. Two of the nine Tier 1 schools are participating in the Governor's Turnaround Academy. The principals of these schools are being trained to become Turnaround Specialists and are working with their staffs and are not required to work with an Academic Review Team.

The Standards of Quality regulations state that in the year 2005-06 and beyond, a school will be Accredited with Warning in a specific area or areas for no more than three consecutive years if the school had previously been fully accredited in that area or areas. The school would have three years to implement a state approved improvement plan. We will not know until after the May 2005 SOL tests are completed how many of our schools may qualify for this rating.

Based on a school's performance ending in 2006 and beyond, a school shall be rated *Accreditation Denied* if it fails to meet the SOL test benchmarks for Full Accreditation – except for schools rated in Warning as previously noted.

Furthermore, the Standards of Quality require that if one-third or more of the schools are denied accreditation, the local school board shall evaluate the superintendent and a copy of the evaluation be sent to the State Board of Education.

Schools that have never been fully accredited by the end of 2006 may apply to the state to be rated *Near Accreditation/A School in Improvement* if the following criteria apply:

1. Meet the required 75% pass rate in English for Grades 3 and 5.
2. Sixty percent of all students tested must pass the other three core areas.
3. In each area not fully accredited, the pass rate must have increased by at least 25% when compared to the 1999 test scores.

A school rated under these conditions must show improvement each year and be fully accredited by 2009. Although all of the schools have improved by more than 25% in mathematics, science, and history, it is unlikely that any of our schools not yet accredited would meet the other two criteria by June 2006. When schools are denied accreditation, the superintendent may take any number of actions that may include but are not limited to:

1. Appoint a new principal
2. Replace or reassign teachers
3. Modify the curriculum or introduce a new program
4. Request further technical assistance from the state
5. Honor requests for student transfers (required under NCLB for Title 1 Schools)
6. Provide supplemental tutorial services (required under NCLB for Title 1 Schools)
7. Expand after-school instructional programs
8. Provide professional development opportunities.

The following information is provided in response to Councilman Cutler's request:

Lessons Learned from the Roanoke Academy Project

The School Board has established an approach to construction of utilizing the project architectural firm for contract administration and a RCPS construction supervisor to monitor progress at the job site. This approach has allowed the School Board to successfully complete 16 school renovation projects since 1989. This is the approach also utilized for building the new Roanoke Academy for Mathematics and Science.

Many of the project delays associated with Roanoke Academy resulted from staff changes within the general contractor's organization and were beyond the control of the School Board. Every legal protocol has been followed to move the project toward completion. The City Building Commissioner and his staff, the Assistant City Attorney, central administration staff, superintendent and School Board have worked together to resolve project issues and ensure that the facility is safe and inviting for our students to occupy.

The contract delays with Roanoke Academy and the success of the construction management approach being used to build the new Patrick Henry High School are good reasons to consider formal "clerk of the works" arrangements for new construction projects and extensive renovation projects. Utilization of this approach will be considered as the planning for the new William Fleming High School begins.

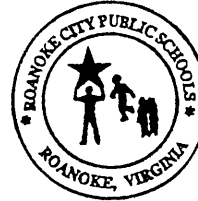
Progress Report on Combining City/School Administrative Functions

The purchasing, accounts payable and technology departments of both the City and School Board are working together to go live with a new financial software package. For the first time, the School Board and City will utilize the same purchasing software and share a consolidated vendor database. This project has been ongoing since July 2004 and the system will go live on July 5, 2005.

Meetings have been held with the School's Maintenance Department and the City's Parks and Recreation Department to address playground safety and discuss playground maintenance. Additionally, quarterly meetings are being held with staff from both organizations to coordinate shared facilities under the Joint Use Agreement. These meetings are productive in identifying ways to assist one another and use resources wisely.

The District just published a Request for Proposal (RFP) to establish a District-wide copier contract, which the City can utilize once the contract is awarded. Additionally, the District-wide office supply contract is being negotiated for renewal, and the City will be able to utilize this contract.

Areas identified for future consolidation/partnering include: employee uniforms, cell phones, vehicles, towing services, janitorial supplies and printing paper.



A Contingency Action Plan for the Transition of BRTA Students

At present there are 75 students enrolled in Blue Ridge Technical Academy in grades 9-11 with 33 from Patrick Henry, 40 from William Fleming, and 2 from out-of-district. Sixteen students are enrolled in the GED program. Of this total, 34 are ninth graders, 25 are tenth graders, and 16 are eleventh graders. As of this date (February 25, 2005), the Academy has received 18 applications for the 2005-06 school year with at least 13 of those appearing to have met the appropriate requirements for admission. These students have not been interviewed or notified of acceptance.

The staff includes a full-time principal, a part-time retiree who serves as business liaison (approximately 15 hours per week), a guidance counselor on *per diem* rate, a secretary, and 11.5 teaching positions (2 English, 2 mathematics, 2 science, 2 career and technical education, 1.5 history/social studies, 1 health/PE, and 1 GED). The position of Director was filled until February 1 on a part-time basis (3 days per week) but now is vacant.

In order to ensure a smooth transition for students currently enrolled in the Blue Ridge Technical Academy back to their home high schools, the following strategies will be implemented contingent upon Board approval of the Superintendent's recommendation at the March 1 meeting:

Students and Parents/Guardians

From March 2—June 30, 2005, the principal of BRTA will coordinate efforts to provide a smooth transition for students back into the high schools.

By March 8, 2005, the principal will have met with staff and students to answer questions. The Superintendent and Executive Director for Secondary Programs will also attend.

On March 14, 2005, the BRTA principal will meet with parents/guardians and students to outline a plan for the transition. Additional participants will be the Superintendent, Executive Director for Secondary Programs, the interim Director of Career and Technical Education, the two high school principals, the principal of NCTLA, and the guidance coordinators at the high schools.

By May 1, 2005, the high school principals will have revised the master schedule to include the following offerings previously available only to BRTA students:

- A Medical Administrative Assistant course (supported at BRTA by Carilion Healthcare) and giving Dual Enrollment credit
- An Informational Technology course leading to the A+ and/or Net+ certifications
- ISAEP (Individualized Student Alternative Education Program) that is GED preparation and a career path

Note: It is recommended that current staff members at BRTA are assigned to teach these courses, probably on a split-between-the-two-schools basis.

By May 1, 2005, a guidance counselor from each high school, designated to work with students on a Blue Ridge career pathway, will have met with students in a group and individually to establish a career goal and course of study.

By May 6, 2005, the interim Director of Career and Technical Education will have included in the Perkins Grant application financial support for the implementation of the BRTA programs at the two high schools. These funds will be used to purchase additional equipment and materials to augment BRTA programs so that they can be offered at both high schools.

By June 15, 2005, guidance counselors will have informed rising eleventh-grade students of the option of taking Spanish I in Summer School in order to be on track to complete requirements for an Advanced Studies diploma.

By July 1, 2005, the newly appointed Coordinator of Career and Technical Education will have assumed responsibilities to oversee the transition of BRTA students and others into appropriate career pathways such as the Health and Medical field and that of Informational Technology.

By July 1, 2005, the superintendent will have appointed a transition coordinator to monitor former BRTA students in their appropriate career pathways.

By July 1, 2005, the principal of BRTA, the chairman of the BRTA Advisory Council, and the chairman of the Career and Technical Education Council will have met to explore options for the merger of the two councils to better serve all career and technical education students in Roanoke City Public Schools.

Staff

By March 15, 2005, the Executive Director for Human Resources will have met with faculty to discuss options for the 2005-06 school year.

By April 15, 2005, the Executive Director for Human Resources will have met with faculty to determine placements for the 2005-06 school year.

EXPECTED OUTCOMES:

- Availability of additional course offerings for BRTA students
- Access to Perkins Grant monies for program enhancements
- More clearly defined career path choices to enhance applications for grants
- Additional opportunities for former BRTA students to participate in extra-curricular activities, both academic and athletic
- Opportunity to be a part of the opening of two state-of-the-art, comprehensive high schools with expanded career and technical education options, especially in the areas of Health/Medical and Information Technology.
- The Smaller Learning Community concept to provide individualized attention that was integral to BRTA
- The merger of the BRTA Advisory Council and the CTE Council to enhance the business community connections already developed by the BRTA Advisory Council

This action plan was prepared by the following staff:

Superintendent

Executive Director for Secondary Programs

Interim Director of Career and Technical Education

Principal of Blue Ridge Technical Academy



C. NELSON HARRIS
Mayor

CITY OF ROANOKE
OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145

May 2, 2005

The Honorable Vice-Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Members of Council:

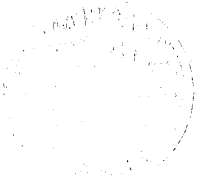
This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in black ink that reads "C. Nelson Harris". The signature is written in a cursive, flowing style.

C. Nelson Harris
Mayor

CNH:snh



**CITY OF ROANOKE
OFFICE OF THE CITY MANAGER**

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

**The Honorable Mayor and Members
of City Council
Roanoke, Virginia**

Subject: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to discuss the acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to §2.2-3711.A.3, of the Code of Virginia (1950), as amended.

Sincerely,


**Darlene L. Burcham
City Manager**

DLB/s

**c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk**



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

Honorable C. Nelson Harris, Mayor and Members
of City Council
Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject: Neighborhood Month

This is to request space on Council's agenda for a 10 minute presentation on the above referenced subject.

Respectfully submitted,


Darlene L. Burcham
City Manager

DLB:sm

c: City Clerk
City Attorney
Director of Finance

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION memorializing the late Julian F. Hirst of Norfolk, Virginia, a former City Manager of Roanoke.

WHEREAS, the members of Council learned with sorrow of the passing of Mr. Hirst on Sunday, February 27, 2005;

WHEREAS, Mr. Hirst was born in Purcellville, Virginia in 1921, the son of the late J. Terry Hirst and Katherine Fox Hirst;

WHEREAS, Mr. Hirst graduated from Virginia Military Institute in 1941 and served in the U.S. Army Air Corps during World War II;

WHEREAS, Mr. Hirst was married to the late Margaret Jane Fagan Hirst for 54 years;

WHEREAS, Mr. Hirst came to this community as an experienced former chief executive officer, and at all times displayed a bold and progressive leadership in the administration of this City's affairs;

WHEREAS, during his tenure as City Manager, both the Roanoke Civic Center and the Municipal Annex, now known as the Noel C. Taylor Municipal Building, were built;

WHEREAS, Mr. Hirst came to Roanoke after serving as City Manager of Martinsville, and served as City Manager of Roanoke from October 15, 1965 to December 31, 1972;

WHEREAS, Mr. Hirst had also served as City Manager of Pearisburg and Pulaski, and after leaving Roanoke to become Executive Director of the Virginia Municipal League in Richmond, Virginia, he then went on to serve as City Manager of Norfolk, Virginia;

WHEREAS, Mr. Hirst served as Executive Director of the Virginia Municipal League from 1973 through 1975, and was Chairman of the Board of Directors of J.T. Hirst and Company in Leesburg;

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. City Council adopts this resolution as a means of recording its deepest regret and sorrow at the passing of Julian F. Hirst, and extends to his family its sincerest condolences.

2. The City Clerk is directed to forward an attested copy of this resolution to Mr. Hirst's children, J. Terry Hirst of New York, David T. Hirst of Virginia Beach, Virginia, and Jane Hirst Green of Altavista, Virginia.

ATTEST:

City Clerk.

W m 18

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION paying tribute to Dr. Belinda Childress Anderson, the first female president of Virginia Union University, one of the nation's oldest historically black colleges.

WHEREAS, Dr. Anderson is a native of Roanoke, and attended William Fleming High School;

WHEREAS, Dr. Anderson earned an Ed.D. in higher education administration from Virginia Tech, and holds an M.S. in history and a B.S. from Radford University;

WHEREAS, Dr. Anderson began her career as a classroom teacher in the Portsmouth and Norfolk, Virginia, public school systems;

WHEREAS, Dr. Anderson has served in senior academic and student affairs positions with the Virginia State Council of Higher Education;

WHEREAS, Dr. Anderson served as dean and professor of the School of General and Continuing Education at Norfolk State University;

WHEREAS, Dr. Anderson was the director of academic advising services at Radford University in Radford, Virginia;

WHEREAS, Dr. Anderson joined Virginia Union University's administrative staff in August 2000 as Vice-President of Academic Affairs, with responsibility for the University's academic policy and procedures, budget administration, and faculty and curriculum development;

WHEREAS, in 2001, Dr. Anderson was named Radford University's outstanding alumnus of the year;

WHEREAS, Dr. Anderson was named Virginia Union University's interim president in August 2003; and

WHEREAS, effective May 25, 2004, Dr. Anderson was named the eleventh president of Virginia Union University, and was officially installed to that office on April 15, 2005;

THEREFORE, BE IT RESOLVED by Council of the City of Roanoke that:

1. Council adopts this resolution recognizing and commending Dr. Belinda Childress Anderson for her significant achievement of being named the first female president of Virginia Union University.

2. The City Clerk is directed to forward an attested copy of this resolution to Dr. Anderson.

ATTEST:

City Clerk.

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ROANOKE CITY COUNCIL

March 7, 2005

9:00 a.m.

The Council of the City of Roanoke met in regular session on Monday, March 7, 2005, at 9:00 a.m., in the Emergency Operations Center Conference Room, Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor C. Nelson Harris presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 36762-070604 adopted by the Council on Tuesday, July 6, 2004.

PRESENT: Council Members Alfred T. Dowe, Jr. (arrived late), Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff (arrived late), M. Rupert Cutler and Mayor C. Nelson Harris-----7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Ann H. Shawver, Deputy Director of Finance; and Mary F. Parker, City Clerk.

COMMITTEES-CITY COUNCIL: A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to §2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the request to convene in Closed Meeting as above described. The motion was seconded by Council Member Cutler and adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Cutler and Mayor Harris-----5.

NAYS: None-----0.

(Council Members Dowe and Wishneff were not present when the vote was recorded.)

PURCHASE/SALE OF PROPERTY-CITY COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the request to convene in Closed Meeting as above described. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Cutler and Mayor Harris-----5.

NAYS: None-----0.

(Council Members Dowe and Wishneff were not present when the vote was recorded.)

CITY COUNCIL-CITY PROPERTY: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711 (A)(3), Code of Virginia (1950), as amended, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the request to convene in Closed Meeting as above described. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Cutler and Mayor Harris-----5.

NAYS: None-----0.

(Council Members Dowe and Wishneff were not present when the vote was recorded.)

ITEMS LISTED ON THE 2:00 P. M., COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION, AND ADDITIONS/DELETIONS TO THE 2:00 P. M., AGENDA: NONE.

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL: NONE.

At the appropriate time, the City Manager advised that she would like to include a briefing on the temporary closure of Crystal Spring Avenue at McClanahan Street and Evans Mill Road, S. W., as requested by Carilion Health Systems.

BUDGET: The City Manager advised that at the Council's Financial Planning Session on Friday, February 18, 2005, staff requested input from Council with regard to additional budget issues that the Council would like to address in connection with the fiscal year 2005-2006 budget, and it was agreed that an item would be included on the March 7 and April 4, 2005 City Council agendas for further discussion.

The City Manager explained that it was identified at the Financial Planning Session that there is a gap that must be closed in the budgetary process; there is a commitment to debt service, employee compensation and associated benefits have been suggested to the Council for review, and an increase in the meals tax has been mentioned as an opportunity to provide funding for William Fleming High School renovations. She asked that the Council identify any items on which either more or less resources should be expended.

No suggestions were offered by the Council; whereupon, the Mayor suggested that Council Members forward any additional suggestions to the City Manager for review prior to the Council's 2005-2006 budget study.

Council Member Lea advised that he would e-mail his suggestions to the City Manager.

CITY MARKET: The City Manager advised that the City Market Building has been owned by the City of Roanoke for a number of years; for 20+ years, the facility was operated by Fralin and Waldron, with the City receiving a nominal rent and, in return, the management company retained all revenues; and when the City took over operation of the Market building several years ago, significant cleaning and maintenance activities were required that were quite costly. She stated that it was believed to be a short term effort by the City, and in subsequent years, the Market Building would become self-sufficient, with the exception of major repairs such as replacement of the heating and air conditioning system, both of which are almost complete. Because expenditures and revenues are not in sync, she advised that for the last few years, the City has subsidized operation of the Market building because revenue from vendors has been insufficient to meet ongoing maintenance and operating expenses, exclusive of heavy maintenance items. She further advised that it appears, based upon the latest analysis by the budget committee, that the need for an operating subsidy will continue, particularly in light of an issue that has been discussed over the past 12 months with regard to the payment of the Common Area Maintenance (CAM) fee by building tenants.

Therefore, prior to initiating a new CAM fee arrangement with Market building tenants, staff would like to brief the Council on what is involved and an anticipated operating subsidy. She called on R. Brian Townsend, Acting Director of Economic Development, to lead the discussion.

Mr. Townsend introduced Lisa Poindexter-Via, a new employee in the Department of Economic Development, who will be responsible for disposition and leasing of City owned property such as the Market building. He advised that:

- Over the past two years, there have been ongoing maintenance issues with the Market building, primarily related to maintaining the heating/air conditioning system, which will not be an issue in fiscal year 2005-2006 with completion of the new system. Maintenance costs could decrease by as much as \$20,000.00, but the City could still be faced with a net operating deficit of approximately \$58,000.00 for the Market building.
- Utility expenses will likely remain the same as last year.
- On the revenue side, approximately 1500 – 2000 square feet of space is available on the first floor that could be re-tenanted and leased; and the third floor is a separate issue involving future investment in the building, therefore, the third floor will not produce revenue for fiscal year 2006.
- A feasibility study for the Market building and the entire Market area will be prepared in the spring/summer and will address the third floor.
- The revenue side could be improved if vacant space were released on the first floor during the course of the year.
- Another issue relates to the Common Area Maintenance Fee (CAM). The Market building has more common area as a percentage than the leaseable square footage of the average building, and the building contains a common area that is highly intensive in terms of maintenance because the food court must be cleaned frequently during the course of the day.
- Previously, the CAM fee involved a flat fee for the course of the tenant's year and at the end of the year, CAM costs were divided among tenants on a pro rata basis under an arrangement referred to as a "true up".

- During the past several years, the “true up” has consisted of a considerable amount of money and many businesses could not afford to pay a large sum of money at the end of the year to cover the Common Area Maintenance fee.
- An issue of concern to tenants in November 2004 was their desire for a flat Common Area Maintenance fee which has now been addressed with Advantis, the current management company; and Advantis is in the process of finalizing a new base lease for the entire building which sets the CAM fee at a flat rate for the course of the year, with no “true up” at the end of the year.
- There is a question as to whether the flat rate fee of \$125.00 per month for retail tenants and \$250.00 per month for food tenants will cover all Common Area Maintenance costs.
- If true Common Area Maintenance costs are spread among food court tenants, costs are likely to be beyond what tenants are willing or able to pay given the amount of square footage in the building.
- Under current projections, if the first floor of the building were fully occupied, if the CAM fee was readjusted to \$125.00 and \$250.00 respectively, per month, and if there were no costs outside of routine maintenance costs, there could be an operating income of as much as \$38,000.00, however, the figure does not take into consideration any new capital expenditures.

At 9:20 a.m., Council Members Dowe and Wishneff entered the meeting.

- The \$250.00 flat CAM fee for the term of any lease contains a three per cent annualized increase based on the length of the term of the lease. The \$125.00 and \$250.00 figures were provided by Advantis based on what was paid under the old system; however, the \$125.00 and \$250.00 are not likely to cover all ongoing repairs and maintenance, but represents a rate that tenants understand, does not involve a “true up”, and captures as much of the maintenance cost as the tenant base can sustain at this point.

The City Manager explained that the purpose of the briefing was to advise Council that the Market building is currently operating in a subsidy situation and is likely to continue in that mode for some period of time if the same rental basis is maintained and if the proposed approach to the CAM fee is approved by Council; and the purpose of engaging a consultant to study the

Market building and the entire Market area is to receive recommendations on how the facility could be operated differently in the future. She clarified that it is important for the Council to understand at this point the Market building cannot be revenue and budget neutral under existing arrangements.

Discussion by Council:

- Dr. Cutler inquired about the current relationship between Market building tenants and the management company; whereupon, Mr. Townsend responded that the big issue that the management company has resolved relates to the new base lease that contains a new Common Area Maintenance fee proposal and an exclusivity clause.
- Dr. Cutler inquired about uses for the third floor; whereupon, Mr. Townsend responded that the third floor involves identifying a reasonable range of marketable uses, and various infrastructure needs, in addition to an elevator and restroom facilities which are estimated to cost in the range of \$50,000.00.
- Vice-Mayor Fitzpatrick advised that the Market building does not contain enough square footage to create the critical mass, therefore, a study is needed to look at the overall building, and the best that can be hoped for at this point is a redirection in the subsidy. He commended staff on the agreement between tenants and the management company regarding the CAM fee and the exclusivity clause for the short term that will protect local tenants. He stated that the City will most likely be required to spend some money in the Market area in order to maintain the Market as a part of Roanoke's downtown and it is hoped that the consultant's study will address actions that the City should take. He added that when one looks at what downtown Roanoke has become since 1979, it is important to continue the momentum and the Market building is the main catalyst.
- Council Member Dowe advised that some generations of Roanokers have a loyalty to the City Market area; however, he expressed concern with regard to future generations who may or may not share that same loyalty. He stated that the Market building, the City Market area and the entire downtown corridor has offered a snippet of vibrancy to the extent that some of Roanoke's young people are willing to visit the Market area; therefore, it is necessary to build on the vibrancy of the area in order to create a level of loyalty. He requested realistic numbers from the consultant in connection with extending operating hours of the City Market, and/or a 24 hour operation.

He stated that in five to ten years, the Market building may look entirely different than the way it looks today; and there is a certain degree of vibrancy that the building can create for itself and subsequently for the downtown area that could help to create a level of loyalty by future generations.

- Council Member Wishneff suggested that a request for proposals for local management of the City Market building be advertised for bid as soon as possible.
- The City Manager advised that Advantis currently operates the City Market building on a month to month management lease, all maintenance activities are performed locally, the City pays an annual maintenance/management fee to Advantis, the City pays all direct expenses, and the management firm collects rents and maintains direct contact with tenants in terms of tenant issues.
- Council Member McDaniel advised that this is an area where it is hoped that the City will not cut corners because there is an opportunity to make exciting things happen in the City Market area that will benefit the City of Roanoke as a whole. She inquired about the time frame for a consultants study; whereupon, Mr. Townsend responded that requests for proposals are due this week, it will take approximately two weeks for interviews to be conducted with the consultants to be followed by a recommendation to the City Manager; and the study process could take approximately six months to complete, therefore, it could be approximately August/September before submittal of the first stage of recommendations. He stated that the consultants study will include more than just the Market building, and will address urban design of the area around the Market building, issues regarding the Farmers Market such as operation and maintenance, and the area at the end of Market Street around Century Garage, etc.
- Vice-Mayor Fitzpatrick advised that no local entity has the expertise to manage a professional market place, therefore, the question becomes, should the Market building be managed locally in the short term and should a different kind of operation be addressed for the long term; and if it is the desire of the City to turn the Market area into a revenue producing operation on a regular basis, an entity with a certain level of expertise will be required.
- Council Member Wishneff reiterated his previous suggestion that the City advertise for bids from local companies to manage the Market building.

Following discussion of Council Member Wishneff's suggestion, Mr. Townsend advised that there now appears to be some consistency in the relationship between Advantis and Market building tenants; progress has been made in connection with new leases, Common Area Maintenance fees and the exclusivity clause, therefore, if Council gives the indication that it plans to explore a new management team, the wrong message could be sent to Market tenants.

The City Manager advised that an advantage of engaging Advantis on a month-to-month basis is in the fact that there is no long term relationship while the consultant's study is underway; and if the consultant's study is completed within a six month time frame, the recommendation could be an entirely different approach to operation of the Market building. She expressed concern about the message that could be sent to tenants of the Market building if another management team is engaged on a month-to-month basis.

Vice-Mayor Fitzpatrick moved that the current month-to-month agreement with Advantis for management of the City Market building be continued, pending completion of the study by the consultant. The motion was seconded by Dr. Cutler and adopted, Council Members Lea and Wishneff voted no.

STREETS AND ALLEYS: At the request of Council Member Wishneff, the City Manager introduced a briefing on the temporary closure of Crystal Spring Avenue at McClanahan Street and Evans Mill Road, S. W.

Robert K. Bengtson, Director of Public Works, advised that:

- A request was submitted by Carilion Health Systems to close Crystal Spring Avenue between McClanahan Street and Evans Mill Road, S. W.
- As Carilion moves forward with major construction and renovation projects in the area of the hospital and the cancer center, they have experienced problems with regard to space availability in terms of staging and storing of materials, construction, delivery, etc.
- Conceptually, Carilion is also looking at certain improvements that would effectively make use of Crystal Spring Avenue as the Hospital continues to improve upon the parking deck, as well as improvements to facilities on the other side of the street.
- The City requested that Carilion initiate a traffic study to address the closing of Crystal Spring Avenue in order to determine traffic patterns as a result of the potential closure.

- Some time ago, when the parking deck was under construction, the area was closed for an extended period of time with no impact on the surrounding street system.
- The City has agreed, on a temporary basis, that Crystal Spring Avenue between McClanahan Street and Masons Mill Road could be closed through October 2007. If traffic flows smoothly, Carilion will likely petition for permanent closure of the street at some time in 2007.

Mr. Bengtson was asked to respond to a question with regard to standard notification to the public on street closures; whereupon, he advised that information is disseminated through the City's Public Information Office and advisory signage is placed at or near the street in question. He stated that temporary closure of Crystal Spring Avenue will allow the City to identify problems that could occur over a period of time in anticipation of a request by Carilion to permanently close the street.

Upon question with regard to line of site at the pedestrian underpass to Rivers Edge Sports Complex, Mark D. Jamison, Traffic Engineer, advised that the City is currently working with Norfolk Southern to move the fence back and to remove over grown brush within railway property, and Norfolk Southern appears to be agreeable to cleaning out the brush and to relocating approximately 200 feet of the fence to improve the line of site.

There were questions as to whether meetings were held with representatives of the neighborhood/neighborhood association; whereupon, it was noted that no meetings were held. Council Member Wishneff expressed a preference that City staff meet with residents of the area before Crystal Spring Avenue is temporarily closed.

Because the matter is a traffic-related issue, the City Manager requested guidance from Council as to how staff should conduct business in the future inasmuch as staff does not typically seek input from the neighborhood on temporary street closure(s). She stated that the request of Carilion has been studied by City staff for several months.

The Mayor suggested that City staff meet with the Neighborhood Association at its next meeting to provide an explanation regarding the temporary closure, the time frame, etc., and if a future request is submitted by Carilion to permanently close Crystal Spring Avenue at McClanahan Street and Evans Mill Road, the matter would routinely go before the City Planning Commission for a public hearing, followed by a recommendation to Council for consideration at the Council's public hearing; and at that point, citizens and the Neighborhood Association would have an opportunity to express their views.

Following discussion, it was the consensus of Council to concur in the Mayor's suggestion.

The City Manager advised that City staff will closely monitor the closure of Crystal Spring Avenue, particularly since Carilion has indicated that a request for permanent closure may be submitted at a later time. She stated that temporary closure gives the City a test period in which to evaluate the situation before making what could be a permanent decision.

At the 2:00 p.m., Council session, the Mayor advised that Council Member Wishneff would request the City Manager to present a summary of the temporary closure of Crystal Spring Avenue.

PURCHASE/SALE OF PROPERTY-TAXES-FLOOD REDUCTION/CONTROL-CITY PROPERTY-EASEMENTS: The City Manager advised that the briefing is a follow up to the February 7, 2005, Council briefing with regard to a staff recommendation that Council consider the development of a Riparian Corridor along the Roanoke River. She stated that the briefing would identify both public and private real estate holdings along the river corridor in an effort to seek input on whether or not Council would like for staff to pursue the issue. She noted that some easements might be obtained without compensation by those persons who are supportive of a plan to create the riparian corridor along the river and other instances may require appropriation of funds to acquire land.

Steven C. Buschor, Director, Parks and Recreation, presented maps identifying the floodway and those locations where a Riparian Corridor Overlay District could be developed, identification of properties within the riparian corridor that are currently publicly held and those properties that are privately owned and the assessed value of properties; and based on the "proximate principal" and utilizing a 500 foot barrier on either side of the floodway, property values have been assessed inside the 500 foot buffer that are both City held and publicly held. He presented the following spread sheet identifying property values.

ITEM	VALUE	-3%	1%	3%	5%
Inside Floodway					
City Owned Property	\$5,084,443.00				
Privately Owned	\$49,960,020.00				
Inside 500' Floodway Buffer					
City owned	\$26,258,281.00				
Privately Owned	\$314,437,675.00	(\$9,433,130.00)	\$3,144,377.00	\$9,433,130.00	\$15,721,884.00

Mr. Buschor advised that:

- Using the “proximate principle” for City owned property inside the 500 foot buffer area, the assessed value is approximately \$26.5 million and \$314 million in assessed value for those properties that are privately held.
- No City department has been assigned a responsibility regarding the Roanoke River, except in those situations where flooding occurs.
- If one makes the assumption that if a riparian corridor of a linear park is developed, the “proximate principle” indicates that there will be an increase in proximate valuations, and a one per cent increase in privately held properties has the potential of raising \$3.2 million annually in proximate values.

Council discussion:

- Dr. Cutler advised that as work proceeds on the greenway, the City should take advantage of opportunities to provide for a wider linear park than 50 feet.
- Dr. Cutler inquired as to steps that need to be taken by the City to make the Riparian Overlay District more of an official vision of the City over the next five to ten years, in order to take advantage of opportunities to acquire land along the Roanoke River and to encourage private development along the public rights-of-way.
- The City Manager advised that assuming the Council concurs in the establishment of a riparian overlay, Council will be requested to adopt an official policy for development of the corridor over time, which would then trigger staff time and involvement by approaching various property owners along the Roanoke River to explain the benefits that will be afforded to them as individual property owners as well as benefits to the City of Roanoke; and through development of the policy, the City would have the potential to condemn land in the event that the City was not successful in acquiring land through donation or negotiated sale. She stated that the City would need to systematically begin the acceptance of donations, and development of a policy would further reinforce a coordinated approach by various City departments; and the policy would be a number of years in the making. She explained that current practice provides that individual property owners along the Roanoke River are responsible for the maintenance and upkeep of their portion of the river and no individual or organization is

responsible for the upkeep of the river. She stated that when the Roanoke River Flood Reduction project is completed, the City will have an ongoing responsibility for the river bed itself and there will be better off site and more significant aesthetics to the river that will enhance property values.

Dr. Cutler spoke in support of the establishment of a "river keeper".

With the concurrence of Council, the City Manager advised that a measure would be presented to the Council for consideration that will officially establish a Riparian Overlay Corridor; and staff will develop a policy statement that could be incorporated into the City's Comprehensive Plan.

The Mayor advised that two issues should be considered; i.e.: a long term issue which includes the entire river linear park concept as a part of the City's Comprehensive Plan that would encompass property rights and acquisition of land, etc., and (2) a short term issue that would involve maintenance of the Roanoke River -- an administrative strategy that sets forth who is responsible within the structure of City government for maintenance and periodic cleanup of the river. He called attention to the need to address the public areas along the river; i.e.: along Wiley Drive to remove debris hanging from trees and brush along the river, which deters from the aesthetics of the park and the overall area. Given that Roanoke is a City that has a river running through its boundaries, he advised that there should be some responsibility or coordination of river maintenance, such as a "river keeper", or a department, or a group of staff within the City that would take responsibility for river clean up.

Dr. Cutler commended the Assistant City Manager for Operations who informed the U. S. Army Corps of Engineers that landscaping must be addressed at the same time that bench cuts are made for the Roanoke River Flood Reduction project.

In addition to suggestions offered by the Mayor, the City Manager advised that the City needs a public information/public relations campaign that addresses the responsibilities of all parties relative to the Roanoke River. She stated that one of the advantages of a riparian corridor is to identify owners of property along the Roanoke River, to communicate with those owners regarding their individual responsibilities and to solicit their assistance with regard to river clean up projects that might be held on a more frequent basis.

The Mayor requested that the City Manager report to Council on a Roanoke River Maintenance Plan.

The City Manager advised that different types of equipment, other than that which is currently in the City's inventory, will be required to perform river maintenance; therefore, knowing the interest of Council will help City staff to prioritize those needs along with other requests when finalizing the recommended fiscal year 2005-2006 City budget.

The Mayor suggested that equipment purchases be reviewed on a regional basis in an effort to share costs since the Roanoke River flows through other Roanoke Valley jurisdictions.

Vice-Mayor Fitzpatrick suggested that the riparian corridor issue be discussed at regional meetings of the Mayors/Chairs and Managers/Administrators to determine if there is an interest in regional participation.

SEWERS AND STORM DRAINS: The City Engineer introduced a briefing on the storm water utility feasibility study which is currently being conducted by AMEC.

He advised that:

- This is the third Council briefing on the topic.
- At the first briefing, information was provided on Roanoke's location in the watershed, its location with respect to jurisdictional boundaries, a current \$57 million list of capital projects needs and general terms to the concept of a storm water utility.
- The second briefing included more detail on the storm water utility, a review of funds currently spent from the operations budget and capital expenditures on storm drains, a review of GIS analysis to establish the equivalent residential unit, and a review of experiences by other cities in Virginia that have adopted a storm water utility fee.
- Today's briefing will focus on a fee for Roanoke in terms of a service level.

Doug Mosely, representing AMEC, advised that project review consists of:

- Program Phase:

To determine the level and extent of storm water management service based upon community needs and Capital Improvement Programming; and

Data Development and Analysis to evaluate the data needed to determine an equitable allocation of the cost of service.

The study is designed to help the City reach a decision point concerning implementation of a storm water utility fee.

- Key areas of program needs include reinvestment in the infrastructure:

Total program average expenditures: \$695,000.00 annually

CIP needs: \$57 million

Maintenance and operation needs: \$1 million/annually

Build capacity to maintain infrastructure

Increase capital spending: \$3 - 5 million annually

Ensure compliance with regulatory mandates

Address water quality needs through CIP

Billing unit determination methodology - Equivalent Residential Unit (ERU)

Recommended Billing Unit:	House area:	1,450'
	Other impervious area	470'
	Total	1,920'

- Reinvestment Strategy Options
- Scenario No. 1 - Utility funding for capital only

Assumptions:

Current staffing levels can support \$3 to \$5 million in new capital projects

No utility support for billing, administrative costs, database management, GIS, maintenance and operations and GIS mapping

All capital projects will be cash funded (pay as you go)

Capital Only Scenario	Year 1 to Year 6
Estimated Annual ERU Revenue Range	\$3.2 to \$5.8 million
Range of Monthly Charge per ERU	\$2.70 to \$4.50

- Scenario No. 2 - Comprehensive I

Assumptions:

New resources will address: CIP, new maintenance and operations crew, dedicated FPM resources to lower CRS rating, administrative support for billing and customer service, and support for updating GIS data for storm water programming.

All capital projects will be cash funded (pay as you go) and CIP growth is identical to Capital only scenario.

Comprehensive I Scenario	Year 1 to Year 6
Estimated Annual ERU Revenue Range	\$4 to \$6.7 million
Range of monthly charge per ERU	\$3.30 to \$5.10

- Scenario No. 3 – Comprehensive II

Assumptions:

New resources will address: Comprehensive I list plus completed inventory of drainage system (open channels), new work order system for maintenance program, GIS-based inventory of easements, and new equipment and manpower for internal inspection of pipe system.

All capital projects will be cash funded (pay as you go) and CIP growth is identical to Capital Only scenario.

Comprehensive II Scenario	Year 1 to Year 6
Estimated Annual ERU Revenue Range	\$4.3 to \$6.9 million
Range of Monthly Charge per EUR	\$3.60 to \$5.20

SWU Fee Schedules Around Virginia (2004)

Locality	NPDES Phase I/ Phase II	Single-Family Stormwater Fee (per month)	Commercial Stormwater Fee (per month)	Total Annual Revenue Generated
City of Norfolk, VA	Phase I	\$5.40	\$0.124 per 2,000 sq. ft. of impervious area	\$7.4 million
City of Virginia Beach, VA	Phase I	\$4.29	\$4.29 per 2,269 sq. ft. of impervious area	\$12.7 million
City of Portsmouth, VA	Phase I	\$3.50	\$3.50 per 1,877 sq. ft. of impervious area	\$2.6 million
City of Newport News, VA	Phase I	\$3.10	\$3.10 per 1,777 sq. ft. impervious area	\$5.5 million
City of Hampton, VA	Phase I	\$3.50	\$3.50 per 2,429 sq. ft. of impervious area	\$3.7 million
City of Chesapeake, VA	Phase I	\$2.55	\$2.55 per 2,112 sq. ft. of impervious area	\$4.2 million
Prince William County, VA	Phase I	\$1.73	\$0.84 per 1,000 sq. ft. of impervious area	\$2.8 million

Mr. Mosley advised that the above scenarios were not intended to be a formal recommendation, but were submitted to help understand the impact that program decisions can have on revenue needs and to provide a potential way to finance the revenue need.

There was discussion with regard to how the consultant calculated building units.

At 11:15 a.m., the Mayor declared the Council meeting in recess to be reconvened in the Council's Conference Room at 11:30 a.m., for a continuation of the briefing/discussion on stormwater management.

The Council meeting reconvened at 11:30 a.m., in the Council's Conference Room, Room 451, Noel C. Taylor Municipal Building, with all Members of Council in attendance, Mayor Harris presiding.

Discussion by Council:

- Dr. Cutler inquired as to what extent a storm water management fee/program is required based on Federal and State mandates. The City Engineer responded that based upon the current storm water quality program, under NPDES it is believed that the City is current with existing resources; however, any future requirement on the water quality program is unknown at this point due to the fact that it is a continuing and evolving area and it is expected that there will be greater emphasis on water quality in the future.
- Council Member Cutler expressed an interest in the use of low impact development storm water management techniques similar to what the developer of Colonial Green has proposed with rain gardens and open streams, and similar to the Ivy Market proposal using a storm water cleaning device to remove debris before water flows into the Roanoke River, which could provide an opportunity to improve the beauty and environmental quality of the City while at the same time, addressing storm water management issues. He expressed an interest in a regional approach to storm water that would be administered by the Western Virginia Water Authority which currently has a storm water management provision in its Articles of Incorporation and By-laws, and encouraged the Mayor and the City Manager to address the matter at future meetings with the Chair of the Roanoke County Board of Supervisors and the County Administrator.
- Council Member Lea inquired as to how long storm water utility fees have been in effect in the Tidewater area; whereupon, the consultant advised that the fees have existed for approximately eight to ten years.

- The City Manager advised that when Federal regulations regarding storm water management were first enacted, the Federal government identified different tiers that were required to be in compliance; and the first tier involved communities that were over a certain population, as well as those communities that were located near heavily impacted water sheds and water areas which included several of the Tidewater communities that had populations in excess of the 250,000 threshold. She further advised that when the City of Roanoke filed for a permit, the City made certain commitments that would be performed on a regular basis which have been incorporated into the City's General Fund budget, but the City has not, with any consistency, been able to address actual capital needs that existed before Federal regulations were in place; and as a largely developed community, Roanoke does not have a lot of opportunity to address low impact development unless it is addressed through redevelopment. She stated that the City of Roanoke has recently been required to come under Federal guidelines, as opposed to other communities that have operated under the guidelines for at least eight years.
- Council Member Dowe stated that once capital needs are addressed, it appears that annual revenue will exceed annual operating cost; whereupon, he inquired as to how additional funds would be used.

The City Manager responded that the utility fee is available to localities for the express purpose of meeting storm water needs, if the City were successful in the ten year period going to the maximum dollar amount and assuming that the \$57 million in capital project needs is a moving target, the monthly utility fee would be reduced to a level that would be needed to maintain and operate the system, and the City would not collect money in excess of its needs.

- Council Member Dowe inquired if there might be a point at some time in the future when the utility fee could be eliminated; whereupon, the City Manager advised that the utility fee should not be any higher than actual expenditures. She stated that the City of Roanoke and other communities have erred in not properly maintaining infrastructure, whether it be buildings or storm drains, etc.; if the utility fee were to be instituted, after making a \$57 million investment, Council would want the assurance that the system would be properly maintained, therefore, a fee should be dedicated to ongoing maintenance.

- Council Member Wishneff advised that at some point, Council briefings on storm water management should be presented as a part of the Council's regular proceedings on RVTV Channel 3 so that citizens will be adequately informed. He inquired if the \$57 million in capital projects pertain to City projects solely, or do they address valley wide solutions.

The City Manager responded that the \$57 million is intended to address projects within the City of Roanoke; however, projects totaling \$17 million of the \$57 million were identified in the Valley-wide Storm Drain Study.

- On a parallel track, Council Member Wishneff spoke in support of addressing the matter with the Counties of Roanoke, Montgomery, Floyd and Botetourt and the City of Salem.
- The City Manager responded that approximately three years ago when the City prepared its permit application for NPDES, at the Fifth Planning District Commission level, her counterparts discussed the need for a study on a regional basis; as the City has addressed the matter with its consultant, representatives of Roanoke County and the City of Salem have been invited to participate, but they prefer to remain in a "wait and see" mode. She stated that there was a recent indication that Roanoke County might be interested in participating in a work session on storm water in an elementary way and the City would be willing to make the consultant available for that purpose.

In response to Council Member Wishneff's statement with regard to public briefings on storm water management issues, the City Manager advised that the City is at the point where public input would be desirable, but staff has not been willing to solicit public input until there is direction from the Council to proceed with a specific scenario that staff could take to the public for comments.

- The Mayor advised that he was in full agreement on the need for storm water improvements; however, he stated that he was lukewarm to the idea of the City of Roanoke proceeding as the lone jurisdiction to impose a storm water utility fee for the following reasons: (1) as a jurisdiction, the City of Roanoke has the highest real estate tax rate in the region and a storm water utility fee would create another financial responsibility for a homeowner in the City of Roanoke that no other Roanoke Valley homeowner is required to pay; (2) the storm water issue is a regional problem and not just germane to the City of Roanoke, therefore, it should be addressed on a regional level; and (3) the Western Virginia Water Authority has the legal capacity within its

By-laws and Articles of Incorporation to address storm water issues. He spoke in support of referring the issue of storm water management on a regional level to the Western Virginia Water Authority, of which the City of Roanoke is a member, to develop a more regional approach to storm water management. He stated that for the City of Roanoke to proceed as the lone jurisdiction to impose a storm water utility fee will exacerbate the inequity in terms of what homeowners and businesses pay in the City of Roanoke versus their counterparts in other Roanoke Valley jurisdictions.

Vice-Mayor Fitzpatrick moved that Council concur in the Mayor's remarks and refer the issue of addressing storm water management on a regional level to the Western Virginia Water Authority. The motion was seconded by Council Member Wishneff.

In response to a question raised by Council Member Dowe with regard to whether there is an urgent need to implement a storm water utility fee, the City Manager replied that the problem has existed for the past two to three years, therefore, to wait another 12 - 18 months will not cause undue harm. She stated that she supports the Mayor's remarks regarding the need for a regional solution to storm water and the cost impact; the City of Roanoke must take a leadership role and if the Western Virginia Water Authority is to be used as the interim solution, it should be done with the clear understanding that Roanoke City and Roanoke County will be engaged in the discussions, with the potential of the City of Salem as the next appropriate entity.

The Mayor advised that the matter could be discussed at a future meeting of the Mayor/Chair and the City Manager/County Administration of Roanoke City and Roanoke County, the consultants report could be made available to the WVWA, and since the matter is considered to be a regional issue, the City would encourage involvement by the Roanoke Valley Regional Chamber of Commerce.

There was discussion with regard to educating the community on the benefits of a storm water utility fee; whereupon, Mr. Mosley advised that a storm water advisory committee, which is citizen based and consists of key stakeholders from throughout the community such as environmentalists, the Chamber of Commerce, developers, homeowners, etc., is typically recommended.

There was discussion with regard to the need for General Assembly action on a regional storm water management fee; whereupon, the City Manager advised that it could be beneficial to receive recognition by a regional entity because long term, it would be easier if rates could be established by the Western Virginia Water Authority in lieu of individual localities approving a rate.

The motion offered by Vice-Mayor Fitzpatrick, seconded by Council Member Wishneff, to refer the issue of addressing storm water management on a regional level to the Western Virginia Water Authority, was unanimously adopted.

At 12:00 p.m., the Mayor declared the meeting in recess for a joint meeting of Council, the Roanoke County Board of Supervisors and the Roanoke Regional Airport Commission.

The Council meeting reconvened at 12:00 noon on Monday, March 7, 2005, in Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., for a joint meeting of the Roanoke City Council, the Roanoke County Board of Supervisors and the Roanoke Regional Airport Commission, with Mayor C. Nelson Harris, Chairman Michael W. Altizer, and Chairman James M. Turner, Jr., presiding.

ROANOKE CITY COUNCIL MEMBERS PRESENT: M. Rupert Cutler, Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff and Mayor C. Nelson Harris-----7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

ROANOKE COUNTY BOARD OF SUPERVISORS PRESENT: Richard C. Flora, Joseph P. McNamara, Michael A. Wray, and Chairman Michael W. Altizer-----4.

ABSENT: Supervisor Joseph B. Church-----1.

ROANOKE REGIONAL AIRPORT COMMISSION MEMBERS PRESENT: Jane Milliron, J. Granger Macfarlane, Claude N. Smith, Arthur M. Whittaker, Sr., and Chairman James M. Turner, Jr. -----5.

ABSENT: None-----0.

STAFF PRESENT:

Representing the City of Roanoke: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Ann H. Shawver, Deputy Director of Finance; Mary F. Parker, City Clerk; Troy A. Harmon, Municipal Auditor; George C. Snead, Jr., Assistant City Manager for Operations; James Grigsby, Chief, Fire/EMS; and Sherman M. Stovall, Director of Management and Budget.

Representing Roanoke County: Elmer C. Hodge, County Administrator; Paul M. Mahoney, County Attorney; Richard E. Burch, Jr., Chief, Fire/EMS; and Brenda J. Holton, Deputy Clerk.

Representing the Roanoke Regional Airport Commission: Jacqueline L. Shuck, Executive Director; Efren Gonzalez, Deputy Executive Director and Treasurer; Dan Neel, Director of Finance and Administration; Mark A. Williams, General Counsel; Amanda DeHaven, Marketing and Communications Coordinator; Roger Bohm, Network Administrator; and Cathy Pendleton, Secretary.

The invocation was delivered by Council Member Alfred T. Dowe, Jr.

On behalf of the City of Roanoke, the Mayor welcomed the Roanoke County Board of Supervisors and the Roanoke Regional Airport Commission and their respective staffs.

FIRE DEPARTMENT: Mayor Harris advised that there were a number of items to be addressed primarily pertaining to the Roanoke Regional Airport and the Airport Commission. However, he called attention to one non-Airport related matter; i.e.: County/City Mutual Automatic Aid Agreement for Fire/EMS operations.

The City Manager submitted a communication advising that the City of Roanoke and the County of Roanoke currently have fire "mutual aid" agreements with each other, as well as a co-staffing agreement for the County's Clearbrook station; additionally, both jurisdictions are part of a statewide mutual aid agreement; and except for the Clearbrook area, the agreements have specific provisions which require the jurisdiction needing assistance to make a formal request to the providing agency.

It was further advised that a proposed agreement takes mutual aid one step further to "automatic aid"; automatic aid is defined as the appropriate predetermined response to an incident, initiated through the 9-1-1 system of the jurisdiction in which the incident occurs, without being specifically requested; response zones are pre-determined and resources committed based on terms of the agreement, usually response time or distance; and as required by law, each party will be required to indemnify the other party from all claims by third persons for property damage, personal injury, or debt which may arise out of the activities of the assisting party.

The City Manager explained that the Roanoke Fire-EMS Department will respond into Roanoke County from Appleton Avenue Station No. 3 into the North Lakes/Montclair area for first responder medical and fire calls; and the City of Roanoke will also respond into the Mt. Pleasant area of the County from Garden City area Station No. 11 for fire calls; Roanoke County will reciprocate by providing full-time firefighter/emergency medical technicians to staff an engine 24/7 in the Hollins station; the engine will provide backup to City-related fire responses in the North Williamson Road area; and, in addition, the County will staff a 24/7 ambulance in the Mt. Pleasant station which will respond to medical calls into the Garden City area of the City.

The City Manager recommended that she be authorized to execute a Memorandum of Agreement for Mutual Automatic Aid for Fire and EMS Protection Services with Roanoke County, such agreement to be approved as to form by the City Attorney.

Roanoke City Chief James Grigsby advised that the Mutual Automatic Aid Agreement would benefit both the City and the County because there would be a predetermined response to an incident initiated through the 9-1-1 system of the jurisdiction in which the incident is occurring without being specifically requested, thereby generating a quick response from the closest fire station. He stated that after reviewing recorded data, there would be a fairly even split of reciprocity, and the agreement would be another success by Roanoke City and Roanoke County.

Roanoke County Chief Richard Burch stated that regional cooperation has a proven track record, and cited the regional Fire/EMS plan and the Clearbrook co-staff operations as examples, in addition to the Automatic Aid Agreement under consideration.

Chairman Altizer advised that no one should argue that jurisdictional boundaries should jeopardize response time to save lives, and a person in a life threatening situation would not care whether the rescue personnel are from Roanoke City or Roanoke County, because the main objective is to help those in need. He stated that citizens expect this type of cooperation from their elected officials.

Supervisor Flora advised that the agreement represents a win-win situation for citizens in both the City and the County, and both Fire Chiefs are to be commended for their efforts. He noted that the experimental project at Clearbrook was successful, the effort under consideration is a natural progression, and there will be other opportunities for future joint cooperation by the City and the County.

Supervisor Wray commended the Clearbrook relationship and reiterated the remarks of Chairman Altizer. He commended Roanoke Valley leadership upon taking the necessary steps toward regional cooperation.

Supervisor Flora moved approval of the Mutual Automatic Aid Agreement; whereupon, the motion was approved by the following vote:

AYES: Supervisors McNamara, Wray, Flora, and Chairman Altizer-----4.

NAYS: None-----0.

(Supervisor Church was absent.)

Council Member Cutler offered the following resolution:

(#36986-030705) A RESOLUTION authorizing execution of an agreement with Roanoke County for Fire and Rescue Automatic Aid in Station 11 and Station 13 service areas of the City of Roanoke.

(For full text of resolution, see Resolution Book No. 69, Page 305.)

Council Member Cutler moved the adoption of Resolution No. 36968-030705. The motion was second by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, and Mayor Harris-----7.

NAYS: None-----0.

Mayor Harris expressed appreciation to the staffs of Roanoke City and Roanoke County.

AIRPORT: Mayor Harris advised that as a result of monthly meetings with the Chairman of the Roanoke County Board of Supervisors, the County Administrator and the City Manager, it was determined that it would be mutually beneficial for City and County elected officials to meet with the Roanoke Regional Airport Commission, the Roanoke Valley Resource Authority, and the Western Virginia Water Authority, thus the meeting with the Airport Commission was scheduled for today's session.

Chairman Turner expressed appreciation for the opportunity to meet with the Board of Supervisors and City Council, and introduced members of the Airport Commission. He gave the following overview of the history of formation of the Roanoke Regional Airport:

- In the early 1980's, there was a push for a new airport terminal, which was later determined to be a regional operation.
- In 1986, the General Assembly approved legislation that established the Airport Commission as an independent governmental body in the Commonwealth of Virginia.
- In 1987, the City of Roanoke transferred Airport property to the Airport Commission, and Roanoke County pledged \$2.6 million dollars to the Airport Commission which was paid over a ten year period.
- The City of Salem donated \$1 million toward construction of a new terminal.

- The Airport Commission issued bonds for construction of a new terminal and supportive facilities and the grand opening of the facility was held in 1989.
- At the time the Airport Commission was established, the City of Salem did not wish to be represented on the Commission, therefore, legislation was approved providing for the appointment of five commissioners, three to be appointed by City Council and two to be appointed by the County Board of Supervisors, which were then either members of the Board of Supervisors or employees of the City of Roanoke.
- The understanding was that eventually the Airport Commission would be composed of City and County citizens; and with the appointment of Jane Milliron in the late 1990's, the Airport Commission has become a committee of citizens serving at the pleasure of the Board of Supervisors and City Council.

Chairman Turner introduced Jacqueline Shuck, Executive Director, for an update on Airport operations.

Working from an outline, Ms. Shuck gave the following presentation:

Background and facilities:

Airfield and Terminal

Based on 800 acres (new airports are based on 2,000+ acres)
(land boundaries mirror the runways; hemmed in by roads and a shopping mall)

Terminal meets today's needs and reasonable future needs
96,000 square feet terminal was completed in 1989

Has six gates, four jet bridges, 1,882 total available parking spaces

Employees

Commission employs or contracts 76 persons to keep the facility safe, clean and financially secure which include:

10 Roanoke City firefighters who provide aircraft rescue and fire fighting services

35 security, law enforcement, safety and operations personnel

27 facilities and airfield maintenance personnel
 16 finance and administration personnel
 1 legal personnel

Other Airport Businesses

Airport serves as home to 30 companies and agencies

Nearly 1,000 persons are employed or based at the airport

30 different employers provide services to public or aviation users

Economic Impact

Results of the 2004 Virginia Airport System Economic Impact Study:

Airport provides a total economic impact of nearly three-quarters of a billion dollars (wages - \$94,981,000; economic activity \$252,728,000; direct economic impact \$347,709,000)

Airport has indirect economic impact of nearly \$290,000,000. (wages - \$67,984,000; economic activity - \$217,299,000; indirect economic impact from airport dependent businesses in community - \$285,283,000)

Travelers' spending has an additional indirect economic impact of \$80,000,000 (total air carrier visitors - 133,904; average visitor spending - \$79,806,000)

Funding:

Operating Budget

Airport has an Operating Budget of nearly \$7,000,000

Sources of Operating Revenue:

31% - passenger airlines
 7% - cargo carriers
 4% - general aviation
 19% - terminal tenants and concessions
 26% - parking
 7% - non-operating revenue
 6% - other

Capital Projects and Revenue Sources

Successful in competing for Federal discretionary airport funds

Since 1998, received \$14.5 million of Federal entitlement funding and \$46.8 million of discretionary funding

Funds are derived from 10% ticket tax imposed on airline passengers

Nearly \$60 million of improvements have been constructed at no direct cost to the airlines

Since 1998, the Commission's capital program has virtually rebuilt the airfield

Airport Aviation Sectors:

General Aviation

Includes private and corporate aviation and fixed base operators

As of January 2005, the Airport is home to 125 general aviation aircraft, 91 single engine aircraft, 19 multi-engine piston aircraft, 9 multi-engine turbo prop aircraft, and 6 business jet aircraft

General aviation area currently consists of 12 hangars and one general aviation terminal

New general aviation hangars are being built

14 unit T-hangar was fully leased before the certificate of occupancy was issued in September 2004

February 2005, the Commission working through the Virginia Resource Authority was issued \$1.4 million in bonds to fund an 18,000 square foot storage hangar capable of storing larger corporate jet aircraft

Millions of dollars are being invested to rehabilitate and upgrade the general aviation area infrastructure

Redevelopment of the north side of the general aviation area began in 2001 with a \$2.3 million project to upgrade utilities, drainage and paved surfaces

Building sites have been created for up to four hangars

Second phase of redevelopment begins in the spring at a cost of \$2,000,000

All paved surfaces should be rehabilitated by 2006 or 2007

Cargo and Large Aircraft Maintenance

Three national cargo carriers operate at the airport with large aircraft major cargo carriers:

Airborne Express - ten flights per week (DC-9 aircraft), 2,411,068 pounds of air freight in 2004

Federal Express - ten flights per week (Boeing 727 aircraft), 13,406,155 pounds of air freight in 2004

UPS - 18 flights per week (Boeing 757 aircraft), 9,739,945 pounds of air freight in 2004

After experiencing the same decreases in air freight that started to occur nationally in 2000, activity has been gradually increasing

In addition to national cargo carriers, the Airport accommodates the needs of many small haulers

Falling somewhat outside of the three sectors is maintenance facility for larger aircraft currently operated by Piedmont Airlines

In 2000, the Commission invested over \$800,000 to rehabilitate a 49,296 square foot maintenance hangar built in the 1960's

Piedmont Airlines maintains DeHavilland Dash eight turbo prop aircraft, mostly at night, and employs 65 mechanics

Passenger Carriers and Air Service

Airport Commission tracks the air traveling habits of persons living within its primary and secondary air service catchment areas

Regional affiliates of four airlines operating at the Airport provide service through eight major hubs

US Airways Express:

Charlotte - eight flights, four jets, four turbo prop, 387 seats

New York LaGuardia - three flights, all turbo prop, 111 seats

Philadelphia - four flights, all turbo prop, 274 seats

Northwest Airlink:

Detroit - four flights, two jets, two turbo prop, 166 seats

United Express:

Chicago - three flights, all jets, 150 seats

Washington, Dulles - one jet, three turbo prop, 299 seats

Delta Connection:

Atlanta - five flights, all jets, 250 seats

Cincinnati - four flights, all jets, 200 seats

Non-stop service to eight major hubs

Following the events of September 1, 2001, airline seats available for Roanoke passengers decreased by 25%

While total departures and landings for military and commercial air carriers have remained fairly constant, general aviation operations continue to decrease

Despite a significant decrease in airline seats, the Airport's average load factor for all flights has not increased dramatically

After three straight years of declining passengers following September 1, 2001, in 2004 passenger numbers started to rebound

Airlines would like an 80-85% load factor of passengers, but this creates a very crowded and uncomfortable situation for passengers

Currently, the load factor is about 56%, which is not bad for a small community

There was a three year slide after 2001, but there has been a six per cent increase in 2004, and it is hoped that this trend will continue

Since inception, the Airport Commission has conducted passenger surveys

Roanoke City and Roanoke County residents, business travelers and guests comprise over 50% of the Airport's passengers

While business passengers make up approximately 57% of Roanoke's passengers, five companies frequently are identified as the employer or destination: Virginia Tech (15 passengers per day); General Electric (ten passengers per day); Norfolk Southern (eight passengers per day); Mead Westvaco (four passengers per day); Advance Auto (three passengers per day)

During a 12 month period from July 2003 through June 2004, approximately 32% of the passengers in Roanoke's primary service area flew out of other airports

It has been found that some people go to other airports because of price, kind and size of aircraft, and seat availability

The airline industry lost billions of dollars in 2004 and does not see a much brighter picture for 2005

Only three air carriers have made money, Southwest Airlines made the most at \$313,000,000, which was about half of what they thought they would make

Airline industry profit loss is due primarily to fuel prices, recent news suggests that fuel prices will get worse, and low airfare rates have also been a contributing factor

Although United is in bankruptcy and Delta is in danger of the same, a huge question for the Roanoke Airport is, "What if US Airways liquidates?"

In 2004, US Airways Express provided 42% of all seats

US Airways carried 249,500 total passengers, or 40% of all Roanoke passengers

Using a reasonable load factor of 70%, other carriers had a total of 89,500 available seats in 2004

That leaves a deficit of 160,000 seats if US Airways liquidates and no new service is added per year (or unaccommodated passengers)

Additional service by Delta and United would help tremendously

An analysis of US Airways' passenger destinations and compatible route structures offered by other air carriers has been performed

United and Delta have been identified as two primary carriers that could provide replacement service, they have been requested to consider providing replacement service as they prepare their contingency plans, and Roanoke has a very small passenger base but does support the airline industry

Three additional flights to Atlanta on Delta Connection and four to Dulles on United Express would be beneficial

What are our chances?

US Airways' share of domestic enplanements: airports served in Virginia, West Virginia, North and South Carolina

US Airways' share of domestic enplanements by airport - all airports served by US

In order to increase Roanoke's attractiveness to incumbent and new carriers, the Commission has been working to reduce airport and airport-related costs

In July 2005, Roanoke's landing fee is expected to drop by 18 cents per thousand pounds of landed weight, which will reduce the cost that is passed along to the airlines, creating some savings for the carrier

In 2002, the Commission adopted an airline incentive program for new or improved air service - waiving land fees, waiving rents, modest marketing money

Looking at hiring in-house employees who would create an "Airline Station" to help save the airline money

Various types of airline service is being targeted

The Commission continues to seek low fare service; (initial target was AirTran which is not going into small market areas; Independence is doing badly financially)

Encourage additional service by legacy carriers such as Continental or American which currently operate out of the airport

Work with incumbent carriers such as United and Delta to increase and improve air service

Other Issues:

Commission is anticipating improvements to the 16 year old "New" terminal facility

Would like to expand security check points to two lanes; place TSA behind the baggage domes if possible and improve bathrooms

Possibility of work with the City and retailers to realign the entrance into the Airport and set up a better traffic flow at Towne Square Boulevard and Aviation Drive, which would be a win/win situation for everyone

Have purchased property across from the cemetery on Airport Road for a future remote parking lot or rental car lot

Currently working with the City for purchase of Fire Station No. 10, City could build a new station somewhat closer to most of the residents

Five years ago, Roanoke was successful with return of the 24-hour tower; now the FAA, who is being told their funding is being cut, wants to target Roanoke's Airport, as well as 26 other towers, to reduce operations after midnight, which would interfere with development of the area where the old tower stands

Issues regarding interference by shadowing of mountains and distraction by traffic with current radar equipment and site; a study has revealed that the site behind the Kroger Store at Towne Square which is owned by the Airport Commission, affords a better location for radar coverage; funding may be available for navigational aids and systems being proposed for next year or 2007

Two programs are currently underway: Aviation Easement Acquisition Program, and Purchase Assurance Program for properties that are impacted at a certain noise level

Program Dates - November 2003 through May 2006

175 eligible homeowners: 169 Roanoke City; six Roanoke County

Participation in either program is voluntary

Participation deadlines have been set:
April 8, 2005 - Purchase Assurance Program
February 3, 2006 - Easement Acquisition Program

Airport Commission has completed or has underway 70% of the projects specified in the 1998 Master Plan Update; therefore, work on the Newest Master Plan Update will begin this year

Chairman Turner stated that the name of the Roanoke's Airport should be changed from Roanoke Regional Airport to Roanoke International Airport because Roanoke has some international flights.

Council Member Dowe inquired about the criteria that the Federal Aviation Administration used in selecting the radar site, given the fact that the mountains were there before the site was selected, and, if there are distractions with regard to traffic on I-581, the same situation would exist if the radar site was located closer to the shopping district. He requested a comparison of Norfolk Southern, Virginia Tech and General Electric, etc., business flights per day, using today's statistics compared to 20 years ago, and compared to future flights in five to ten years, including an age demographic study for the period. He advised that there has been an increased interest and synergy with regard to rail service and inquired as to how rail service would play into the transportation issue.

Chairman Turner advised that the Airport Commission would respond to Council Member Dowe's questions at a later time.

Council Member Cutler called attention to Council's discussions regarding storm water management. He advised that there is a considerable amount of land at the Airport, and inquired if the Airport Commission is governed by Federal or State guidelines relating to storm water.

The Executive Director responded that the Airport Commission is subject to State law, the primary concern relates to keeping de-icing fluid out of storm water, various actions have been taken to evaporate the fluid, levels of testing are under study and it is anticipated that there will be more requirements for testing in the future. She noted that de-icing salt is no longer used because it is too corrosive for aircraft, and called attention to the use of water separators to address routine problems.

Vice-Mayor Fitzpatrick referred to constantly changing rules and regulations regarding airport operations; therefore, it is important that there be continuing dialogue between Roanoke City, Roanoke County and the Airport Commission in order to keep the Council and the Board of Supervisors informed as to what each governing body can do to help Roanoke's Airport continue to progress. He spoke in support of changing the name of Roanoke's airport from a regional to an international airport. He commended the Airport Commission/Administration on the use of regional jets which represent an improvement over the past, and encouraged the Airport Commission to call on Council and the Board of Supervisors whenever they may be of assistance.

Council Member McDaniel inquired as to how the Council and the Board of Supervisors could be of assistance with regard to encouraging the FAA to operate the radar tower on a 24 hour basis.

The Executive Director suggested that the two localities adopt a resolution to be forwarded to legislators representing both localities, to Congressman Goodlatte, and to the FAA Administrator in support of operating the radar tower on a 24 hour basis.

Vice-Mayor Fitzpatrick asked that the City Attorney prepare the proper measure for consideration by Council at a future meeting.

Supervisor McNamara inquired about the status of US Airways; whereupon, the Executive Director advised that she was surprised that US Airways made it through January because the airline has taken huge financial hits; and General Electric, who leases the aircraft, continues to bail them out. She stated that another six 737 aircraft may go out of service due to the need for full overhauls; and at this point, if US Airways does not survive, the affect on Roanoke's Airport is not known, however, a number of employees who live in the area would lose their jobs.

Council Member Wishneff commended the Airport Commission upon positioning itself for the next carrier by reducing fees, not passing capital costs on to the airlines, and creating the potential for an air station, etc. He stated that it appears that only a few airlines are making money, and inquired if there have been discussions at the Federal level to relieve some of the burden.

Ms. Shuck advised that the Federal Government stepped forward following the September 11 event by bringing down loans, and has now taken the attitude that the free market will determine the fate of air carriers. She stated that she was not aware of any potential action by the Federal Government to help the airline industry, nor was she aware of any Federal committee hearings to address the issue.

Council Member Wishneff inquired about boarding assistance for disabled persons from the airport curb to the location where they board the airplane. The Executive Director replied that a shuttle bus operates from the parking lot which is equipped with a wheelchair lift, skycaps who are contract employees offer assistance, and in some instances airline employees assist disabled persons from the curb into the airport terminal.

Chairman Turner noted that community volunteers assist at the Airport on weekends and on special occasions.

As a result of various comments by persons in the community, Council Member Wishneff requested that the Airport Commission give further consideration toward ways to assist disabled persons.

In light of the continuous financial battle of US Airways, Chairman Altizer inquired as to how long it would take another carrier to replace or improve the service level; and the number of passengers per day that would be required to attract a low fare air carrier.

The Executive Director responded that the issue relates primarily to identifying a low fare carrier that serves this part of the country and offers the right size aircraft, because if the airline flies aircraft with 175 seats and requires 6-8 flights a day, the Roanoke Valley does not have a population base to support the requirement. She called attention to the need to match the same routes of full fare carriers with those of low fare carriers, both of which serve many of the same cities; AirTran provided service to Atlanta and then on to Florida, which are huge markets for the Roanoke area; Delta was asked for three flights a day on regional jets, and United Airlines was asked for four flights which would not have been difficult, but the problem was that Charlotte would loose ninety percent of its business, and Charlotte is a much bigger area for new air service than Roanoke. She stated that other airports are making the same requests as Roanoke.

If US Airlines goes bankrupt, Chairman Altizer inquired as to when the Airport Commission would be notified; whereupon, the Executive Director advised that the Commission would be notified immediately. She stated that an analysis of the Roanoke Valley's needs have been provided to Delta and United and both airlines are preparing contingency plans, however, United has much less flexibility than Delta since it is not expected to get out of bankruptcy until sometime this fall.

If US Airways goes out of business, Chairman Altizer inquired about the impact to the Roanoke Valley if another carrier does not step up to the plate; whereupon, the Executive Director advised that it is believed that an airline, or airlines, will step in and the Commission has encouraged Continental to serve the area in order to offer another airline option.

Commissioner Milliron left the meeting.

Council Member Wishneff inquired if there would be a Plan B, C or D to encourage a charter airline into the area; whereupon, the Executive Director advised that a charter airline would likely be Plan C and Plan B would involve United and Delta Airlines; however, the problem with a charter airline is that service would involve taking passengers to a single city. She stated that the entire east coast would experience the same problems as the Roanoke area.

Supervisor Flora made the observation that Roanoke provides a fairly profitable market for air carriers, which means that the area might be more likely to attract a replacement air carrier, therefore, what has not been working to the Roanoke Valley's benefit in the past could become the Valley's salvation in the future; however, that does not mean that the Airport Commission should not continue to look for potential low cost carriers. He stated that in all probability, if US Airways does not recover on its own, it will eventually be replaced by another airline.

The City Manager advised that it would be appropriate to focus on changing the name of the Roanoke Regional Airport to an international airport.

Mayor Harris expressed appreciation to members of the Roanoke County Board of Supervisors and to the Roanoke Regional Airport Commission for their attendance. He requested that the City Attorney prepare the proper measure in support of a 24 hour radar tower operation, and encouraged the Roanoke County Board of Supervisors to take similar action.

At 1:55 p.m., Chairman Altizer declared the meeting of the Roanoke County Board of Supervisors adjourned.

At 1:55 p.m., Chairman Turner declared the meeting of the Roanoke Regional Airport Commission adjourned.

At 1:55 p.m., the Mayor declared the City Council meeting in recess to be reconvened at 2:00 p.m., in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building.

At 2:00 p.m., on Monday, March 7, 2005, the Council meeting reconvened in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler and Mayor C. Nelson Harris -----7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Ann H. Shawver, Deputy Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Mayor C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

ACTS OF ACKNOWLEDGEMENT-DECEASED PERSONS: Council Member Cutler offered the following resolution:

(#36987-030705) A RESOLUTION memorializing the late Edward R. Dudley, a native Virginian and former Roanoke resident, civil rights advocate and retired judge.

(For full text of resolution, see Resolution Book 69, Page 306.)

Council Member Cutler moved the adoption of Resolution No. 36987-030705. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

The Mayor called for a moment of silence in memory of Mr. Dudley.

ACTS OF ACKNOWLEDGEMENT: The Mayor advised that Shining Star Awards are presented to persons who go above and beyond the call of duty to be of service to their community. On behalf of the Members of Council, he stated that he was pleased to recognize Ms. Delphia Lewis and Mr. Greg A. Taylor.

The Mayor advised that Ms. Lewis is to be commended for her ability to recognize a potential criminal activity and her willingness to take quick action; and as a direct result of her actions, a multi-state crime spree was abated, a potentially stolen U-Haul truck was located and thousands of dollars worth of stolen property was recovered.

The Mayor further advised that Mr. Taylor is to be commended for coming to the aid of an individual whose vehicle struck a tree and landed in a nearby creek; and after calling police, he pulled the individual from the car and assisted her up the embankment to safety.

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, the item would be removed from the Consent Agenda and considered separately.

MINUTES: Minutes of the regular meeting of Council held on Tuesday, January 18, 2005, were before the body.

Vice-Mayor Fitzpatrick moved that the reading of the minutes be dispensed with and that the minutes be approved as recorded. The motion was seconded by Council Member Lea and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS: NONE.

REPORTS OF OFFICERS:

CITY MANAGER:

BRIEFINGS: See pages 245-246.

ITEMS RECOMMENDED FOR ACTION: NONE.

CITY ATTORNEY:

Y.M.C.A.: The City Attorney submitted a communication advising that Subparagraph A of Paragraph No. 12 of the Agreement dated December 24, 2002, between the City of Roanoke (City) and YMCA of Roanoke Valley, Inc. (YMCA), requires the YMCA to transfer a portion of the property on which the old YMCA facility is located to the City by March 1, 2005; however, the Agreement requires the YMCA to remove asbestos from the old YMCA facility before the YMCA transfers the structure to the City; because of complications

related to removal of asbestos from the facility, the YMCA has not completed the removal and has not transferred the property to the City; accordingly, the YMCA has requested that the City agree to extend the deadline to April 30, 2005, by which time the YMCA must transfer the property to the City, but because April 30 is a Saturday, an amendment has been prepared extending the deadline to April 29, 2005.

The City Attorney recommended the Council adopt an ordinance authorizing the City Manager to execute the appropriate amendment to the Agreement with the YMCA.

Council Member Cutler offered the following ordinance:

(36988-030705) AN ORDINANCE authorizing the City Manager to execute Amendment No. 1 to the Agreement dated December 24, 2002, between the City of Roanoke and the YMCA of Roanoke Valley, Inc. ("YMCA"), to extend the date by which the YMCA must transfer to the City of Roanoke a portion of the property on which the former YMCA facility is located to April 29, 2005; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 308.)

Council Member Cutler moved the adoption of Ordinance No. 36988-030705. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick Lea, McDaniel, Wishneff, Cutler and Mayor Harris -----7.

NAYS: None-----0.

BLUE RIDGE BEHAVIORAL HEALTHCARE: The City Attorney submitted a communication advising that Blue Ridge Behavioral Healthcare is the local Community Services Board (CSB) formed pursuant to Section 37.1-194, et. seq., Code of Virginia (1950), as amended; the Cities of Roanoke and Salem and the Counties of Roanoke, Botetourt and Craig each comprise and participate in the CSB; Blue Ridge Behavioral Healthcare has amended its bylaws to bring the document into conformity with current provisions of the State Code; and State Code requires approval of each of the governing bodies of the political subdivisions that participate in the CSB of bylaw changes.

It was further advised that Wilburn C. Dibling, Jr., Attorney, representing the CSB, has forwarded to the City Attorney's Office a draft of Amended and Restated Bylaws of Blue Ridge Behavioral Healthcare; the City Attorney's Office and the Department of Social Services have reviewed the Amended Bylaws and have no objections; and other participating political subdivisions have reviewed the Bylaws and have stated no objections to the draft amendments.

It was explained that amendments and additions to the by-laws include the following: (1) distinguishing between the Board of Directors of the CSB that is appointed by the participating localities and the organization that provides services to consumers; (2) clarification of the compositional requirements of the CSB; (3) establishment of new procedures for the appointment of CSB Board members; (4) clarification of the extent to which the delegated duties of the CSB require approval of the participating political subdivisions; and (5) incorporation of language to clarify that the CSB has no authority to bind the participating political subdivisions or to extend their credit.

Vice-Mayor Fitzpatrick offered the following resolution:

(36989-030705) A RESOLUTION ratifying the amendments to the bylaws of Blue Ridge Behavioral Healthcare.

(For full text of resolution, see Resolution Book No. 69, Page 309.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 36989-030705. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick Lea, McDaniel, Wishneff, Cutler and Mayor Harris -----7.

NAYS: None-----0.

CITY CODE-SIGNS/BILLBOARDS/AWNINGS: The City Attorney submitted a communication advising that the City routinely receives applications from merchants desiring to install signs that advertise their businesses; sometimes the signs encroach into the public right-of-way, which requires approval by Council before permits may be issued for installation of such signs; however, the Code of Virginia does not require localities to have approval of the local governing body before certain appendages from buildings that encroach into the public right-of-way and other public property, including signs, may be authorized.

It was further advised that in an effort to streamline the application process for merchants desiring to install such signs, City staff has proposed an amendment to the City Code to grant the City Manager the administrative authority to approve signs and other appendages from buildings that encroach into the public right-of-way and other public property, in those circumstances in which Council is not required to do so.

The City Attorney transmitted an ordinance amending Chapter 27.1-2 of the City Code granting the City Manager the authority to approve permits for signs and other appendages from buildings that encroach into the public right-of-way and other public property; and the Code amendment also provides for certain revisions that include identifying additional appendages from buildings which require a permit, and increasing the amount of liability insurance required for issuance of such permits.

Council Member Cutler offered the following ordinance:

(36990-030705) AN ORDINANCE amending the title of Chapter 27.1, Signs, awnings, marquees, canopies, clocks and thermometers; amending and reordaining §27.1-1, Requirements, and subsections (1)(a), (1)(c) (1)(d), (4), (5) and (6), of §27.1-2, Projections over sidewalks, streets, alleys or other public property, deleting subsection (1)(b) and adding subsection (7) and of §27.1-2, Projections over sidewalks, streets, alleys or other public property, and amending and reordaining §27.1-6, Signs on public property, of Article I, In General, of Chapter 27.1, Signs, awnings, marquees, canopies, clocks and thermometers, of the Code of the City of Roanoke (1979), as amended, by identifying additional projections which can be authorized by permit, providing for authorization by the City Manager; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 310.)

Council Member Cutler moved the adoption of Ordinance No. 36990-030705. The motion was seconded by Council Member Dowe.

Council Member Cutler inquired as to the extent of the City's review of design and appearance of signs, awnings, marquees, etc.

The City Attorney responded that regulation occurs primarily in the downtown and H-1, Historic District. He stated that a permanent sign must receive a Certificate of Appropriateness by the Architectural Review Board as to architectural compatibility within the historic district. He explained that the proposed ordinance is primarily geared toward temporary signs, such as the A-frame signs on sidewalks in the downtown area and pertain mainly to restaurants and some retail businesses, which technically are not required to seek approval by the Architectural Review Board, although staff reviews the signs, awnings, etc., to ensure consistency with the historic character of downtown.

There being no further discussion, Ordinance No. 36990-030705 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick Lea, McDaniel, Wishneff, Cutler and Mayor Harris -----7.

NAYS: None-----0.

DIRECTOR OF FINANCE:

AUDITS/FINANCIAL REPORTS: The Deputy Director of Finance submitted the Financial Report for the month of January 2005.

(For full text, see financial report on file in the City Clerk's Office.)

There being no discussion and without objection by Council, the Mayor advised that the Financial Report for the month of January would be received and filed.

REPORTS OF COMMITTEES: NONE.

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

OATHS OF OFFICE-COMMITTEES-INDUSTRIES: Vice-Mayor Fitzpatrick offered the following resolution appointing Stuart H. Revercomb as a Director of the Industrial Development Authority of the City of Roanoke to fill the unexpired term of William Bova, resigned, ending October 20, 2005:

(#36991-030705) A RESOLUTION appointing a Director of the Industrial Development Authority of the City of Roanoke, to fill the remaining portion of a four (4) year term on its Board of Directors.

(For full text of resolution, see Resolution Book 69, Page 315.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 36991-030705. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

STREETS AND ALLEYS: Council Member Wishneff requested that the City Manager respond to the temporary closure of Crystal Spring Avenue, which was discussed by Council at its 9 a.m. work session.

(See pages 209-211.)

The City Manager called attention to a request of Carilion Health System to close that portion of Crystal Spring Avenue between McClanahan Street and Evans Mill Road, S. W., in order to facilitate the storage of materials and equipment to be used in connection with construction of an addition to Roanoke Memorial Hospital; and Carilion has requested that the temporary closure remain in effect until approximately October 2007. At the request of Council, she advised that City staff will meet with Neighbors in South Roanoke on Wednesday, March 9, 2005, at 7:00 p.m., in the Crystal Spring Elementary School Gymnasium, to present details of the temporary closure.

CITY EMPLOYEES-SNOW REMOVAL: Council Member McDaniel commended City staff on their efforts to remove snow from the City's streets following the recent snow event on Monday, February 28, 2005.

BUDGET: Vice-Mayor Fitzpatrick suggested that a communication from Posey Oyler, President, Roanoke-Salem Baseball Hall of Fame, requesting that the City of Roanoke consider funding for the Hall of Fame building, be referred to the City Manager and to fiscal year 2005-2006 budget study.

REFUSE COLLECTION-REGIONAL COOPERATION: Council Member Cutler called attention to another venture of regional cooperation between Roanoke City and Roanoke County which commenced on February 28, 2005, with a City/County program to assist with the collection of automated trash containers on a six month trial period in select portions of the two communities.

POLICE DEPARTMENT-ACTS OF ACKNOWLEDGEMENT-CITY COUNCIL: The Mayor advised that it was the consensus of Council to replace the Shining Star Award program with the Public Safety Medallion inasmuch as a majority of Shining Star Awards have been presented to persons who performed a public service in the category of public safety.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

MISCELLANEOUS-BUSES: Mr. Tony Hairston, 1263 Tayloe Avenue, S. E., expressed concerns with regard to abortion and homosexuality. He stated that he is a pro life advocate, because America was founded on Christian principles and family values, and homosexuality and abortion take away from family life. He expressed further concern that some individuals believe that it is acceptable to teach homosexuality as a curriculum in the schools, however, the issue should be reevaluated with the goal of going back to the basics of life.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, spoke with regard to the renovation and promotion of Victory Stadium as a memorial to veterans of the Roanoke Valley and for use by Roanoke's two high schools for athletic events. He encouraged the City to honor the agreement with Norfolk and Western Railway which provides that Victory Stadium was created on the sole condition that the land would be used for a stadium and that the City of Roanoke would maintain the property.

TRAFFIC: Ms. Helen E., Davis, 35 Patton Avenue, N. E., advised that at a previous Council meeting she incorrectly stated the age of Oliver White Hill as 90, when, in fact, he will celebrate his 99th birthday in May, and it is hoped that the appropriate celebration will be held in his honor. She further stated that the late Edward R. Dudley will be remembered for his accomplishments and for his positive impact on people throughout the nation.

Ms. Davis referred to the closing of fire stations in the predominantly northwest section of the City, and advised that in the year 2000, citizens were told of plans to close Fire Station No. 12; in August, 2002, by a 4 - 3 vote of the Council, Fire Station No. 12 was closed, firefighters were transferred to other units, six firefighters were assigned to the Roanoke County Clearbrook Station; and regional cooperation is admirable, but should not come at the expense of Roanoke's citizens. She advised that No. 1 Station in downtown will be preserved, No. 3 and No. 6 stations will be combined to form a new fire station; it appears that northwest Roanoke will lose three fire stations; northwest residents were advised in 2000, 2002 and 2004 of plans for a site on which to construct a new fire station because No. 9 station on 24th Street was crowded and fire apparatus could not maneuver in and out of the station and that the City was looking for an appropriate site, however, to date the community has received no information on a proposed site. She added that northwest Roanoke is heavily populated; i.e.: Melrose Towers, United Methodist Home, Thornhill Place, McCray Court, churches, day care centers, William Fleming High School, William Ruffner Middle School, Roanoke Academy for Mathematics and Science, residential homes and businesses, therefore, after more than four years, citizens deserve to know what is going on in their neighborhood. She called attention to property adjacent to the Goodwill Industries at 3361 Melrose Avenue, N. W., that would provide an ideal site for a fire station in northwest Roanoke.

The Mayor advised that the remarks of Ms. Davis would be referred to the City Manager for response.

DRUGS/SUBSTANCE ABUSE-CITY JAIL-CITY COUNCIL-SCHOOLS: Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., spoke with regard to the regional jail, and inquired as to how the City of Roanoke can involve itself, uninvited, in connection with a site for a regional jail in Roanoke County when the City has shown no indication that it can move a methadone clinic from the Hershberger Road area of the City where homes, businesses, and schools have been established for many years. She pointed out that for months the Northwest Concerned Citizens Organization has requested that the methadone clinic be moved out of the Hershberger Road location to another site and suggested that the methadone clinic be located at or near the Roanoke City Jail in downtown Roanoke.

HARRISON MUSEUM: Mr. Shaheed Omar, 1219 Loudon Avenue, N W., inquired as to why the City of Roanoke does not fund the Harrison Museum of African American Culture so that the organization may operate five to six days a week with a fully paid staff.

The Mayor advised that Mr. Omar's inquiry would be referred to the City Manager for response.

CITY MANAGER COMMENTS:

CITY CODE-ZONING-CITY JAIL-CITY COUNCIL-SCHOOLS: The City Manager responded to the remarks of Ms. Evelyn Bethel regarding the location of the methadone clinic on Hershberger Road. She advised that under the City's current Zoning Ordinance, only certain districts can accommodate a methadone clinic with a special use permit approved by the Board of Zoning Appeals; under current State Code provisions, a methadone clinic cannot be located within one-half mile of a public school or day care center; and moving the methadone clinic to the City Jail in downtown Roanoke would not meet City Code or State Code requirements. She further advised that the City of Roanoke would have preferred that the methadone clinic not locate at its present site at Hershberger and Cove Roads; however, the City is not in a position to relocate the facility to any site other than a location that meets City Code and State Code requirements, and the City of Roanoke continues to investigate other potential locations for the methadone clinic.

At 3:05 p.m., the Mayor declared the Council meeting in recess for one briefing, to be followed by a Closed Session which was approved earlier in the meeting.

At 3:10 p.m., the Council meeting reconvened in the Council's Conference Room, with all Members of the Council in attendance.

ZONING: R. Brian Townsend, Agent, City Planning Commission, advised that staff has completed the text portion of the new zoning ordinance, the mapping portion is almost complete, and Council will be requested to schedule a public hearing to receive the views of citizens on the proposed new zoning ordinance. He called attention to a recent Supreme Court decision in two Virginia localities, Spotsovania County and Loudon County, that invalidated in whole, or in part, two comprehensive rezoning cases based upon the method of notification and the method in which the public hearing process was undertaken; therefore, the City of Roanoke will proceed cautiously since the City's new zoning ordinance falls within the same category. He stated that a notice will be mailed to each property owner in the City of Roanoke, or approximately 46,000 parcels of land, setting forth the new zoning classification, along with a descriptive summary of the change in zoning; a notice of public hearing will be published in *The Roanoke Times* describing the rezoning on two consecutive weeks; and preparation of 46,000 letters and a newspaper advertisement that could consist of two full pages will involve considerable staff time.

Mr. Townsend requested guidance from the Council with regard scheduling the public hearing and inquired if it would be the preference of Council that the City Planning Commission conduct a public hearing, submit its recommendation to Council, to be followed by the Council's public hearing and action, which is the process that is typically followed in basic requests for rezoning; or would the Council prefer to engage in a joint public hearing with the City Planning Commission.

The City Manager advised that a joint public hearing by Council and the City Planning Commission is recommended, however, conducting a joint public hearing would not obligate the parties to act on the same evening, and if Council concurs, the public hearing could be held on a day or evening other than a regular Council meeting day.

In view of other pressing business to come before the Council during the months of March and April such as 2005-2006 fiscal year budget study sessions/budget adoption and a report of the Stadium Study Committee with regard to Victory Stadium, the Mayor suggested that action on the zoning ordinance be held in abeyance until those issues have been addressed.

There was discussion with regard to the pros and cons of a joint public hearing by Council and the City Planning Commission in which it was pointed out that one of the most compelling reasons to hold a joint public hearing is the requirement for advertisement of one notice of public hearing on two consecutive weeks, as opposed to advertisement of two notices of public hearing on two consecutive weeks. In either case, it was explained that only one mailing to the 46,000 property owners would be required.

Following discussion, it was the consensus of Council to proceed with the typical process for the rezoning of property; i.e.: the proposed new zoning ordinance will be considered by the City Planning Commission at a public hearing, the City Planning Commission will submit a recommendation to Council, and the Council will conduct a separate public hearing prior to acting on the zoning ordinance.

Mr. Townsend advised that the Council would be provided with a time line regarding the City Planning Commission's public hearing.

At 3:40 p.m., the Council convened in Closed Session in the Council's Conference Room.

At 4:25 p.m., the Council meeting reconvened in the City Council Chamber, with all Members of the Council in attendance, Mayor Harris presiding.

COUNCIL: With respect to the Closed Meeting just concluded, Vice-Mayor Fitzpatrick moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Council Member Cutler and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

OATHS OF OFFICE-COMMITTEES-HUMAN DEVELOPMENT COMMITTEE: The Mayor advised that there are two vacancies on the Human Services Advisory Board created by expiration of the terms of office of Gail Burress and Clarence Hall, and called for nominations to fill the vacancies.

Council Member Lea placed in nomination the names of Gail Burress and Clarence Hall.

There being no further nominations, Ms. Burress and Mr. Hall were reappointed as members of the Human Services Advisory Board, for terms ending November 30, 2008, by the following vote:

FOR MS. BURRESS AND MR. HALL: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

There being no further business, the Mayor declared the Council meeting adjourned at 4:30 p.m.

A P P R O V E D

ATTEST:

Mary F. Parker
City Clerk

C. Nelson Harris
Mayor

REGULAR WEEKLY SESSION----ROANOKE CITY COUNCIL

March 21, 2005

2:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, March 21, 2005, at 2:00 p.m., the regular meeting hour, in the Roanoke City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Vice-Mayor Beverly T. Fitzpatrick, Jr., presiding, (Mayor Harris arrived late), pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 36762-070604 adopted by the Council on Tuesday, July 6, 2004.

PRESENT: Council Members Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff (arrived late), M. Rupert Cutler, Alfred T. Dowe, Jr. (arrived late), and Mayor C. Nelson Harris (arrived late)-----7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Council Member Sherman P. Lea.

The Pledge of Allegiance to the Flag of the United States of America was led by Vice-Mayor Fitzpatrick.

The Vice-Mayor declared the existence of a quorum.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

MISCELLANEOUS-MUNICIPAL BUILDING: Gareth McAllister, Facilities Manager, introduced John T. Fenzel, Caleb P. Hancock, Benjamin A. Knouff and Philip M. Knouff, local students who participated in a "Ecybermission Project" study on the use of copper silver ionization versus chemical biocides in cooling towers, and the City of Roanoke Municipal Building was used as one of the test sites.

Philip Knouff advised that they are a group of home-educated students participating in a web-based science, math and technology competition sponsored by the U. S. Army referred to as Ecybermission; the study was created to encourage students to learn more about the field of engineering and to identify ways to help their communities; and the team chose to study an alternative method of controlling microbiological growth in cooling towers since

most large buildings use external cooling towers as part of their air conditioning systems.

Mr. Knouff referred to the American Legion Conference held in Philadelphia in 1976, where several people contracted an unknown disease called Legionnaires Disease that killed 34 people and caused 221 illnesses, and the disease was traced to a bacteria that grew in cooling towers. He indicated that algae, bacteria and fungus can flourish in open recirculating water systems such as cooling towers, the use of chemicals is a common way to control growth and the chemicals are expensive and dangerous to the environment. He advised that chemicals, which can cost as much as \$1,500.00 per 30 gallon barrel and dangers associated with chemical biocides can cause irritation to the skin, eyes and lungs, nausea and vomiting if inhaled or swallowed; if chemicals are spilled, Hazmat teams may need to be called, which creates problems with regard to transportation and handling; and chemical biocides are dangerous to the environment because cooling towers use the principle of evaporation to remove heat from water, resulting in the remaining water becoming more and more concentrated with minerals called "Total Dissolved Solids" or "TDS" that need to be removed by draining or bleeding water from the cooling tower. He explained that the chemicals are not only dangerous to humans, but toxic to several types of fish; through their research, the teams learned that there is a safer, less expensive way to control microbiological growth; and bacteria cannot survive in the presence of copper or silver at a pH of 8.3 or less; and by using a specially modified low voltage electronic current to ionize small amounts of copper and silver into cooling tower water, microbiological growth can be controlled safely and economically.

Mr. Knouff stated that cooling tower water from four different locations in the Roanoke Valley was sampled and tested for microbiological growth; two of the sites used chemical biocides to treat the water, and the remaining two sites used the copper silver ionization method; and the team found that copper silver ionization did an equal, if not better job of killing growth with less damage to the environment and less expense to the user.

He presented graphs identifying the relationship between colony forming units (CFU's) that were discovered in the cooling towers from the four buildings that were analyzed.

Building D uses chemical biocides and its highest reading was 35,000 CFU's per milliliter because the chemicals were fed through an automatic pump that needed to be reset to supply more chemicals;

Building A, the Roanoke City Municipal Building cooling tower, is controlled by chemical biocides and the maximum number of CFU's per milliliter was 35 because the automatic pump continued to pump chemicals into the tower even though it was not running at full capacity during the months of January and February;

Buildings B and C used copper silver ionization for controlling the CFU's per milliliter indicating that the system is working effectively without the use of chemicals.

Mr. Knouff advised that the highest reading obtained for Building B was 140 CFU's per milliliter, the highest for Building C was 96, and both of the levels are far below the acceptable maximum of 11,000. He noted that Site B, prior to installing the copper silver ionization system three years ago, spent approximately \$19,000.00 a year on chemicals, with an initial cost of \$5,000.00 and \$417.00 for new copper silver bars which must be replaced annually, resulting in a savings of approximately \$18,000.00 per year.

Based on the team's findings, Mr. Knouff advised that there appears to be a better way to control microbiological growth in cooling towers that is less expensive and safer to the environment; and the City of Roanoke could save money, better protect the environment, and become a role model for other communities by switching to a copper silver ionization system.

The City Manager expressed appreciation to the City's Facilities Manager and Building Maintenance Division staff and advised that based upon recommendations and conclusions of the students, immediate improvements will be made to the Municipal Building and to other City buildings as the opportunity presents itself.

Vice-Mayor Fitzpatrick expressed appreciation to the students for sharing the results of the Ecybermission project with the City which could change the way the City manages its facilities, and based upon conclusions, as set in the report, the City could potentially save money when the cooling towers are replaced through routine maintenance over the next several years. He encouraged these students who participated in the study to return to the Roanoke Valley upon graduation from college so that the City will benefit from their knowledge.

(Council Member Dowe entered the meeting.)

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, that item would be removed from the Consent Agenda and considered separately. He called specific attention to three requests for Closed Session.

COMMITTEES-CITY COUNCIL: A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, and to interview two applicants for appointment to the Roanoke Regional Airport Commission, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

Council Member Dowe moved that Council concur in the request of the Mayor to convene in a Closed Meeting as above described. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended, was before the body.

Council Member Dowe moved that Council concur in the request of the City Manager to convene in a Closed Meeting as above described. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for public purposes, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended, was before the body.

Council Member Dowe moved that Council concur in the request of the City Manager to convene in a Closed Meeting as above described. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

OATHS OF OFFICE-ARCHITECTURAL REVIEW BOARD-DISABLED PERSONS-PARKS AND RECREATION-HUMAN DEVELOPMENT-COMMITTEES: A report of qualification of the following persons, was before Council:

Lora J. Katz as a member of the Architectural Review Board, to fill the unexpired term of Robert B. Manetta, resigned, ending October 1, 2006;

Mark S. Lawrence as a member of the Parks and Recreation Advisory Board, for a term ending March 31, 2007; and

Carol D. Tuning as a member of the Fifth Planning District Disability Services Board, for a term ending January 31, 2008.

Council Member Dowe moved that the report of qualification be received and filed. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS: NONE.

REPORTS OF OFFICERS:

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

TRAFFIC-CITY PROPERTY-PARKING FACILITIES: The City Manager submitted a communication advising that Council adopted Resolution No. 35794-040102 on April 1, 2002, to provide residents within the Downtown Service District with free parking in certain City-owned or City-controlled parking garages for three years, and 15 downtown residents currently utilize the program; and inasmuch as adequate parking in the downtown area remains critical to the success of Roanoke's goal of encouraging downtown housing, the program should be reestablished for three years, commencing April 1, 2005, and ending March 31, 2008.

It was further advised that one new provision has been added to the proposed program, which would allow the residents of downtown housing units that are physically connected to a City-owned or City-controlled parking garage to park in spaces reserved for their use; and such physical connections must be approved by the City.

The City Manager recommended that Council adopt a resolution approving and reestablishing the above referenced program, as amended, to provide residents within the Downtown Service District with free parking in certain City-owned or City-controlled parking garages, effective April 1, 2005 through March 31, 2008, unless modified or terminated by the Council; and further authorize the City Manager to take such actions as deemed necessary to implement and administer the program.

Council Member Cutler offered the following resolution:

(#36992-032105) A RESOLUTION continuing a program providing for free parking for certain downtown residents in certain City owned or controlled parking garages, as recommended by the City Manager.

(For full text of resolution, see Resolution Book No. 69, Page 316.)

Council Member Cutler moved the adoption of Resolution No. 36992-032105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

POLICE DEPARTMENT-BUDGET: The City Manager submitted a communication advising that the Office for Domestic Preparedness, under the U. S. Department of Homeland Security (DHS), has awarded the City of Roanoke \$65,000.00 from the Local Interoperable Communication Grant; DHS offers funds to successful applicants for activities which improve interoperable radio communications in Virginia; the City of Roanoke has been awarded grant funds in order to equip the Roanoke Police Department Mobile Command Center with an interoperable radio infrastructure and eight radios; upon installation, the radios will be used to communicate over any radio frequency currently used by any public safety agency throughout the Commonwealth of Virginia; and the infrastructure and radio units may be used by analog or digital radio technology.

The City Manager recommended that Council accept the DHS Local Interoperability Communications Grant; authorize the City Manager to execute the grant agreements and any related documents, subject to approval as to form by the City Attorney; and appropriate funds totaling \$65,000.00 and corresponding revenue estimates in accounts to be established by the Director of Finance.

Council Member McDaniel offered the following budget ordinance:

(#36993-032105) AN ORDINANCE to appropriate funding for the Interoperability Grant, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 316.)

Council Member McDaniel moved the adoption of Ordinance No. 36993-032105. The motion was seconded by Council Member Lea and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

Council Member Dowe offered the following resolution:

(#36994-032105) A RESOLUTION authorizing the acceptance of the U. S. Department of Homeland Security Local Interoperability Communications Grant made to the City of Roanoke by the Office for Domestic Preparedness and authorizing the execution and filing by the City Manager of the conditions of the grant.

(For full text of resolution, see Resolution Book No. 69, Page 317.)

Council Member Dowe moved the adoption of Resolution No. 36994-032105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Lea, McDaniel, Cutler, Dowe and Vice-Mayor Fitzpatrick-----5.

NAYS: None-----0.

(Council Member Wishneff and Mayor Harris were not present when the vote was recorded.)

(Mayor Harris and Council Member Wishneff entered the meeting.)

ROANOKE VALLEY RESOURCE AUTHORITY: The City Manager submitted a communication advising that the City of Roanoke coordinated several annual Household Hazardous Waste Collection Days in the Roanoke Valley from 2000 to 2003 at the Roanoke Civic Center; during each event, a private contractor accepted household hazardous waste from citizens and properly disposed of the waste, preventing waste items from being placed in the Smith Gap Landfill or being disposed of improperly; the Counties of Roanoke and Botetourt, the Town of Vinton and the City of Salem have participated in previous events; in response to citizen feedback, participating staff from the City and neighboring governments have decided to alter the operation of the 2005 collection event from one annual event servicing 1,000 - 1,200 participants to three events per year servicing approximately 300 participants per event; and each participant would be required to pre-register, with the actual event being held on a Sunday.

It was further advised that due to the reduced number of participants per event, it was decided that smaller collection events could be held at the Roanoke Valley Resource Authority Transfer Station which is located on Hollins Road instead of at the Roanoke Civic Center; in order to use Resource Authority property, the Roanoke Valley Resource Authority Members Use Agreement must be amended to specifically allow the Authority to sponsor, or to issue a permit to an entity to sponsor, a Household Hazardous Waste Collection Day at the Hollins Road facility, which would allow household hazardous waste to be accepted, but not stored or disposed of on the site by a contractor, and would

further allow residents of the City of Salem, Botetourt County, and other jurisdictions to participate; and since the above referenced localities and other localities are not members of the Roanoke Valley Resource Authority, special permission from Charter Members is required to accept waste at the site.

It was explained that Roanoke County and the Town of Vinton have approved the proposed amendment and it is anticipated that the Resource Authority will agree to the amendment; the City's Planning Department has determined that the City's operating criteria for the Transfer Station will allow for acceptance of the waste and Sunday hours of operation; and amendment to the Members Use Agreement will have no fiscal impact since the City of Roanoke has budgeted for household hazardous waste collection events within the VPDES Storm Water Quality Account No. 008-530-9736.

The City Manager recommended that Council approve a fourth amendment to the Roanoke Valley Resource Authority Members Use Agreement, authorize the City Manager to execute the amendment, and to execute additional documents as may be deemed necessary to implement and administer the Amendment, subject to approval as to form by the City Attorney.

Council Member Cutler offered the following resolution:

(#36995-032105) A RESOLUTION authorizing a Fourth Amendment to the Roanoke Valley Resource Authority Members Use Agreement.

(For full text of resolution, see Resolution Book No. 69, Page 318.)

Council Member Cutler moved the adoption of Resolution No. 36995-032105. The motion was seconded by Council Member Dowe.

Dr. Cutler inquired if a date has been established for the event; whereupon, the City Manager advised that although no date has been set, the event is typically held during the month of April.

In response to Vice-Mayor Fitzpatrick's question as to whether the event will be held on a quarterly basis, the City Manager responded that the intent is to provide multiple opportunities in early spring, summer and fall.

Council Member McDaniel questioned if each participant would be required to pre-register and why the event is being held on a Sunday as opposed to a Saturday; whereupon, the Assistant City Manager for Operations advised that regular collection at the Hollins Road transfer station occurs on Saturdays from 8:00 a.m. to 1:00 p.m., therefore, setup time for the event in the recycling area of the transfer station is not adequate; and pre-registration will help the process to move more efficiently.

The City Manager added that the event will become a regional activity; the City of Roanoke started Hazardous Household Waste Collection Day several years ago in response to and as a part of the settlement in the hazardous material claim relative to the Public Works Service Center; it was recognized that not only did Roanoke City residents participate in the event, but residents from surrounding jurisdictions as well; staff has addressed the issues of additional participation and financial resources from other jurisdictions; it is believed that the event is geared more toward a Resource Authority activity than strictly a City of Roanoke activity; if it is found that three events per year with 300 participants as a limit is not sufficient, additional opportunities for registration will be considered; and since the City is moving toward holding the event three times a year and at a different location, it will be necessary to evaluate the event prior to committing to a regional activity, as opposed to a City of Roanoke activity.

There being no further discussion, Resolution No. 36995-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe, and Mayor Harris-----7.

NAYS: None-----0.

At this point, the Vice-Mayor relinquished the Chair to the Mayor.

CITY ATTORNEY: NONE.

DIRECTOR OF FINANCE: NONE.

REPORTS OF COMMITTEES: NONE.

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

AIRPORT: Council Member Dowe offered the following resolution expressing the Council's opposition to a proposal by the FAA to close the Air Traffic Control Tower located at the Roanoke Regional Airport between the hours of midnight and 5:00 a.m.:

(#36996-032105) A RESOLUTION expressing the Council's opposition to a proposal by the FAA to close the Air Traffic Control Tower located at Roanoke Regional Airport between the hours of midnight and 5:00 a.m.

(For full text of resolution, see Resolution Book No. 69, Page 319.)

Council Member Dowe moved the adoption of Resolution No. 36996-032105. The motion was seconded by Vice-Mayor Fitzpatrick.

Council Member McDaniel emphasized the importance of maintaining 24-hour coverage of the Airport Control Tower.

Vice-Mayor Fitzpatrick suggested that a communication be forwarded to surrounding counties, cities and towns served by the Roanoke Regional Airport to encourage adoption of a similar measure.

Council Member Cutler called attention to outdated technology in the Roanoke FAA Control Tower, and advised that the City should focus not only on the hours of operation, but on the level of technology as well.

There being no further discussion/comments by the Council, Resolution No. 36996-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe and Mayor Harris-----7.

NAYS: None-----0.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

NATIONAL LEAGUE OF CITIES: Council Member Cutler advised that he represented the City of Roanoke at the Mid-Winter Meeting of the National League of Cities which was held on March 11 - 15, 2005, in Washington, D. C.

He advised that he also represented the City on the National League of Cities Environment, Energy and Natural Resources Policy and Advocacy Steering Committee; and he visited with Federal and State officials at which time he delivered a communication that was prepared by the City administration addressing National League of Cities Priority Federal concerns using City of Roanoke examples. He stated that the 2006 Federal budget is tight due to the situation in Iraq and Afghanistan, Homeland Security, interest on debt, tax reductions, Medicare/Medicaid, and Social Security, all of which have been given priority preference over Discretionary Domestic programs, including grants to cities. He added that the Virginia Delegation is supportive of the City's position on the various issues.

SIDEWALK/CURB AND GUTTER-STREETS AND ALLEYS: Council Member Dowe requested information on the paving schedule for Densmore Drive, N. W., and the status of installation of sidewalk on 20th Street and Mercer Avenue, N. W.

CITY COUNCIL-SPECIAL EVENTS: The Mayor called attention to the St. Patrick's Day Parade and Celtic Festival which was held on Saturday, March 18, 2005, in downtown Roanoke, and expressed appreciation to the Members of Council for their participation. He commended EventZone and others who were responsible for coordinating the festivities.

ARTS MUSEUM OF WESTERN VIRGINIA: The Mayor called attention to the public unveiling of plans for the new Art Museum of Western Virginia in downtown Roanoke on March 21, 2005, at 1:30 p.m., which will be an outstanding cultural initiative for the City of Roanoke. He expressed appreciation to the Board of Directors and to the Executive Director of the Art Museum for their leadership.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, spoke in support of the renovation of Victory Stadium. He called attention to photographs of Victory Stadium before and after flooding occurred, and stated that maintenance of Victory Stadium should be under the purview of the City's Parks and Recreation Department instead of the Civic Center. He expressed concern that the contract entered into between the City of Roanoke and N & W Railway has not been honored, terms of the agreement require the City to maintain the Stadium, the land on which the Stadium was built can only be used for a stadium, pursuant to Resolution No. 6889 adopted in 1941, and if the City does not comply with the agreement, the property will revert to the Railroad. He stated that the citizens of Roanoke should have a voice in the decisions that affect the City, and Victory Stadium should be renovated as a memorial to local veterans who fought for their country.

SOLICITATION: Mr. Tony Hairston, 1263 Tayloe Avenue, S. E., spoke with regard to homosexuality. He called attention to an Internet document denouncing the right of gay couples to adopt children, and stated that to allow a child to be adopted by persons living in a homosexual union would not be a healthy environment. He expressed concern that America has become a nation with a concentration on money instead of family values; any law that gives a man or a woman the right to marry another man or woman is an unjustified law, and if America allows this behavior to continue, it then becomes a passive society. He asked if America is a nation of homosexuals and abortionists, or is America the land of the free man?

CITY MANAGER COMMENTS:

CITY COUNCIL-ARTS MUSEUM OF WESTERN VIRGINIA: The City Manager spoke with regard to the public unveiling of plans for the new Art Museum in downtown Roanoke earlier in the day, and commended the Mayor on the manner in which he represented the City of Roanoke.

At 2:50 p.m., the Mayor declared the Council meeting in recess for a Closed Meeting.

At 5:00 p.m., the Council meeting reconvened in the City Council Chamber, with all Members of the Council in attendance, Mayor Harris presiding.

COUNCIL: With respect to the Closed Meeting just concluded, Council Member Dowe moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Council Member Cutler and adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe and Mayor Harris-----7.

NAYS: None-----0.

COMMITTEES-SCHOOLS: Vice-Mayor Fitzpatrick moved that Council hold a public hearing at a future Council meeting to receive the views of citizens on the appointment of David B. Carson and William H. Lindsey as Trustees to the Roanoke City School Board, for terms of office commencing July 1, 2005 and ending June 30, 2008. The motion was seconded by Council Member Cutler and unanimously adopted.

At 5:05 p.m., the Mayor declared the Council meeting in recess to be reconvened at 7:00 p.m., in the Council Chamber.

At 7:00 p.m., on Monday, March 21, 2005, the Council meeting reconvened in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, Alfred T. Dowe, Jr., and Mayor C. Nelson Harris-----7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney, Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Council Member Alfred T. Dowe.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PUBLIC HEARINGS:

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, March 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Westwin of Roanoke, LLC, that a tract of land located at the southwesterly corner of Jefferson Street and Yellow Mountain Road, S. E., designated as Official Tax No. 4060601, be rezoned from Conditional C-1, Office District, to INPUD, Institutional Planned Unit Development District, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, March 4, 2005 and Friday, March 11, 2005.

The City Planning Commission submitted a written report advising that the petitioner proposes to rezone Official Tax No. 4060601 to develop a 42-unit condominium development with two levels of parking; current uses of the property include an off-site surface parking lot for Carilion Health Systems and an unoccupied dwelling; and a Second Amended Petition was filed on March 1, 2005, to reflect changes to the development plan as presented at the Planning Commission meeting on February 17, 2005.

It was further advised that the proposed development is consistent with the following actions and statements of Vision 2001-2020, the City's Comprehensive Plan:

- Higher density residential development should be concentrated within and immediately adjacent to village centers.
- Building location and design should be considered as important elements of the streetscape and should be used to define the street corridor as a public place.
- Building height and location should create a feeling of enclosure along a street. Residential and commercial buildings should be located close to streets with low vehicle speeds.

- Visual clutter and excessive lighting should be discouraged. Signs should be consolidated and attractively designed.

It was noted that the housing section of the *South Roanoke Neighborhood Plan* which was completed in 1988, contains the following statements:

“Residents indicated that single-family houses are needed in the neighborhood and the existing homes should be preserved as single-family structures... to encourage home-ownership for new families.

Housing for elderly residents is also needed to provide for those wishing to remain or retire in South Roanoke. Apartments and condominiums were identified as important in fulfilling this need.

The design of new residential construction was identified as a concern. New construction should be compatible with the existing residences and complement neighborhood character.”

It was stated that the proposed development provides the following:

Multifamily and condominium opportunities without converting existing single-family structures;

The design is compatible with existing residences and will complement neighborhood character;

The neighborhood plan further notes that parking was an issue with expansion of medical-related facilities in residential areas;

All of the new residential units will have structured on-site parking; and

Even though the development will occupy what is now a commercial parking lot, it will not displace existing parking supply.

The City Planning Commission recommended approval of the request for rezoning, and noted that the petition satisfies application requirements for the district, promotes design principles of Vision 2001-2020, and is consistent with the *South Roanoke Neighborhood Plan*.

Council Member Dowe offered the following ordinance:

(#36997-032105) AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 406, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 321.)

Council Member Dowe moved the adoption of Ordinance No. 36997-032105. The motion was seconded by Vice-Mayor Fitzpatrick.

David C. Helscher, Attorney, representing the petitioner, appeared before Council in support of the request of his client.

The Mayor inquired if there were persons present who would like to speak in connection with the request for rezoning.

Dr. Harry Yates, 2208 South Jefferson Street, advised that his residence is located across the street from the proposed condominiums, and although he is not opposed to construction of the condominiums, he requested that further consideration be given to the massive traffic rerouting that will be required. He called attention to at least 100 additional vehicle spaces to be accommodated in a parking garage under the proposed condominiums which will empty onto Jefferson Street, from the east side, and suggested further investigation of the traffic impact on vehicles traveling from North Jefferson Street, right on McClanahan Street, left on Crystal Spring Avenue to 22nd Street and Richlieu Avenue, and another left to get back on Jefferson Street. He added that on Jefferson Street, the motorist must cross traffic lanes from north to south in order to come around the median bar in the middle of the street to enter the parking lot. He noted that a traffic count was requested at the City Planning Commission hearing, but was not honored due to low traffic volume, and information with regard to maintenance, insurance and safety issues regarding the parking garage has not been disclosed.

Mr. Helscher responded that the issues raised by Mr. Yates were thoroughly studied, and the petitioner appeared before the City Planning Commission on two occasions because some of the issues required additional study. He explained that the parking lot on the site is currently used by Carilion employees, and his client intends to accommodate parking for those employees who will be displaced by providing a level of parking in the parking garage that will be owned by Carilion. He advised that traffic issues were studied, the City's Traffic Engineer suggested a right turn in and right turn out and the Planning Department determined that the traffic volume would not be a strain on existing facilities. He pointed out that the petitioner has the support of the South Roanoke Neighborhood Association which is of the opinion that the proposed development will be an asset to the neighborhood.

Council Member Wishneff requested that staff address traffic and parking issues; whereupon, R. Brian Townsend, Director, Planning, Community and Code Enforcement, advised that the parking lot is accessible off Yellow Mountain Road, and parking will be provided in a parking garage, with the Carilion entrance on Jefferson Street. He further advised that a review by the Planning Department and the City's Traffic Engineer did not indicate an adverse impact on having the same number of cars accessing the site from the other side of the block. In addition, he stated that net new traffic to be generated by the site did not justify the need for the developer to prepare a traffic study.

Vice-Mayor Fitzpatrick inquired if assurances were made that there would be no change in the plan in terms of height; whereupon, Mr. Townsend advised that the requested zoning is INPUD, Institutional Planned Unit Development District, that binds the developer to the plan as submitted in the Second Amended Petition for rezoning, which includes both the layout and the relative height to the site, topography changes from the Jefferson Street side up to Yellow Mountain Road, and there is a height limitation of 45 feet in the INPUD District.

Mr. Townsend advised that in order to address the issue of access during the morning peak traffic timeframe, the parking garage will be card-controlled. Because of a concern with regard to left turns from north bound Jefferson Street into the parking garage, he stated that the City's Traffic Engineer has suggested a right in/right out strategy.

There being no further speakers, the Mayor declared the public hearing closed.

There being no further questions or comments by Council Members, Ordinance No. 36997-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe, and Mayor Harris-----7.

NAYS: None-----0.

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, March 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of the City of Roanoke that a tract of land located at 3379 Colonial Avenue, S. W., consisting of 23.742 acres, more or less, identified as Official Tax No. 1570101, be rezoned from RS-2, Residential Single Family District, to RPUD, Residential Planned Unit Development District, subject to certain conditions proffered by the petitioner, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, March 4, 2005 and Friday, March 11, 2005.

The City Planning Commission submitted a written report advising that on December 20, 2004, Council adopted a resolution authorizing the City Manager to file a petition to rezone 23.742 acres, more or less, of City-owned property located on Colonial Avenue, S. W., from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to the following proffered condition:

That development of the RPUD District will be governed by the Development Pattern Book, Colonial Green, dated November 1, 2004.

It was noted that a public hearing was held by the Planning Commission on January 20, 2005, at which time the matter was continued until February 17, 2005; and at the Planning Commission's Work Session on February 3, 2005, alternative design concepts addressing comments from the January 20, 2005 public hearing were reviewed and discussed relative to the following:

- The design and layout of the commercial/live-work area along the Colonial Avenue frontage.
- The design and layout of proposed crescent homes and a multifamily structure on the western edge of the site adjacent to the City-County boundary line.
- The provision of pathways and connections of the development to its surroundings.
- The preservation of existing significant vegetation and the overall resulting tree canopy on the development at build-out.

It was further advised that Colonial Green is a mixed use development comprised of approximately 230 dwelling units, with the potential of 14,000 square feet of commercial space; the proposed housing mix includes approximately 28 single-family detached dwellings, 60 townhouse units, and 130 multifamily units; and commercial space would be limited to the commercial/residential building located in proximity to the Colonial Avenue frontage.

It was noted that the proposed development is consistent with policies and actions of *Vision 2001-2020*, the City's Comprehensive Plan; and the Franklin Road/Colonial Avenue Area Plan that was adopted by Council on June 21, 2004 states the following as it relates to the petition for rezoning:

- This property (Colonial Green) is suited for mixed-density residential development as well as limited commercial development.
- The Future Land Use Plan designation is mixed residential.

It was further noted that the proposed development satisfies general standards and development requirements of Section 36.1-293; as a Residential Planned Unit Development, the site must be developed in substantial conformity to the development plan; significant improvements have been made to parking associated with the proposed mixed use buildings along Colonial Avenue which will result in commercial/live-work buildings taking a prominent position in relation to the streets and on-site parking being located to the side and rear of the building; and while a storm water management facility prohibits locating the mixed use buildings immediately abutting the Colonial Avenue right-of-way line similar to the adjacent medical clinic building, reorientation of the buildings and elimination of front parking spaces will create a more consistent streetscape.

The City Planning Commission recommended that Council approve the amended petition for rezoning which includes the following:

- Proffer of a revised Colonial Green Development Pattern Book dated February 17, 2005,
- Revised RPUD Development Plan dated February 17, 2005, and
- An additional proffer stating:

A minimum tree canopy ratio of 15% of the total RPUD district will be provided at completion of the project to be comprised of existing tree canopy preserved on the site and new tree plantings (based on canopy at 20 year maturity).

Council Member Dowe offered the following ordinance:

(#36998-032105) AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 157, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 323.)

Council Member Dowe moved the adoption of Ordinance No. 36998-032105. The motion was seconded by Council Member McDaniel.

The Mayor inquired if there were persons present who would like to speak in connection with the request for rezoning.

Joyce Graham, Co-partner, Colonial Partners, spoke in support of the request for rezoning. She called upon David Hill, Project Manager, Hill Studios, to respond to questions with regard to the project.

Mr. Hill advised that representatives of Colonial Green have held several meetings with the City Planning Commission and residents of the area; whereupon, he highlighted certain issues that were addressed; i.e.:

A concern that the multi-use property be changed from a more suburban to a more neighborhood commercial format. It presently consists of a cluster of buildings that will serve both neighborhoods and act as a neighborhood commercial area.

Better formatting of condominium buildings relative to both shape of the building and location. Colonial Green has worked with residents of the area, the Planning Commission and City staff to get the optimal location for the buildings on the west boundary.

The proximity of houses to the north boundary of the property along Sedgefield Road in Roanoke County. Colonial Green has changed the format of the plan so that no single house is closer than 135 feet from the property line on the north boundary.

Concern with regard to the loss of tree canopy from the top of the hill. Colonial Green has created about a two-acre space at the top of the hill to preserve mature oak trees that help to buffer Sedgefield Road.

Concern about trails and connectivity. Colonial Green has proposed trails that will extend throughout the community that will connect to the local and regional greenway network.

Ms. Ruth Willson, 2651 Creston Avenue, S. W., expressed appreciation to Colonial Green representatives and to City staff for addressing various concerns that were raised by the neighborhood. She asked that as many trees as possible remain in place to decrease the visibility of the Western Virginia Water Authority water tanks. She expressed concern with regard to the working relationship with any successors to the Colonial Green project and inquired if a contractual agreement identifying terms and conditions related to the property would be executed inasmuch as the rezoning involves a three-phase project.

Mr. Reggie Wood, 3331 Colonial Avenue, S. W., advised that the size of Colonial Avenue has not changed over several years, but the entire fabric of the community has been destroyed due to "cookie cutter" type developments along Route 221. He suggested that a comprehensive study with regard to the future of Colonial Avenue be prepared before the City approves the construction of Colonial Green.

Mr. Bill Modica, 331 King George Avenue, S. W., expressed concern that more developers are not willing to make an effort to satisfy the interests and desires of residents, whereupon, he expressed appreciation to the Colonial Green development team and the City's Planning staff for the manner in which they worked with the neighborhood. He also commended the walking trails, preserved woodlands, scenic grounds, and well designed housing units that will be a part of the project which will provide housing choices that will attract new residents to the area from regions that do not offer the same advanced and friendly culture as Roanoke. He encouraged Council to approve the request for rezoning.

Vice-Mayor Fitzpatrick advised that the development represents a most unusual opportunity for the City of Roanoke, and the developer has spent an extraordinary amount of time meeting with residents of the City and the County to address their concerns.

Council Member Lea stated that he was pleased with the amount of citizen involvement in the Colonial Green project, and requested a response by City staff with regard to Ms. Willson's concern as to a contractual obligation with any successors to the Colonial Green project.

Mr. Townsend advised that circumstances surrounding the request for rezoning are unique since the City is both the property owner and the petitioner. He called attention to a development agreement between the City and Colonial Green which will be modified since the plan referenced in the original agreement has been modified; and since the rezoning is intended for residential planned unit development, approval of the rezoning will run with the land, therefore, any future owner(s) of any phase of the project will be obligated to follow the same plan.

There being no further speakers, the Mayor declared the public hearing closed.

There being no further questions or comments by Council Members, Ordinance No. 36998-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe and Mayor Harris-----7.

NAYS: None-----0.

CITY PROPERTY-LEASES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, March 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the proposal of the City of Roanoke to extend the lease of a City-owned structure known as the Alexander-Gish House located in Highland Park, with the outbuilding and parking lot to Old Southwest, Inc., for a period of five years, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, March 4, 2005.

The City Manager submitted a communication advising that the original lease of the Alexander-Gish House located at 641 Walnut Avenue, S. W., by the Old Southwest Neighborhood Alliance was authorized by Ordinance No. 24929 on December 10, 1979; on May 11, 1981, the City Manager executed a lease assignment transferring the lease to Old Southwest Neighborhood Foundation, Inc.; Old Southwest, Inc., has leased the location since December 10, 1979; and the current lease agreement expired on December 31, 2004.

It was further advised that Old Southwest, Inc., has requested an extension of the current lease agreement with similar terms and conditions; the previous lease contained a five year term, at an annual lease rate of \$1.00; the proposed extension agreement is for an additional five year period, beginning January 1, 2005 through December 31, 2009, at an annual lease rate of \$1.00; and the extension agreement may be further extended for an additional five-year term on the same terms, upon mutual agreement of both parties.

The City Manager recommended that she be authorized to execute a lease extension agreement with Old Southwest, Inc., for the Alexander-Gish House, 641 Walnut Avenue, S. W., for a period of five years, commencing January 1, 2005 and ending December 31, 2009, with an option for an additional five-year term if agreed to by both parties.

Council Member Dowe offered the following ordinance:

(#36999-032105) AN ORDINANCE authorizing the proper City officials to extend the lease agreement between the City and Old Southwest, Inc., for a period of five years, with an option to extend the lease for an additional five year term upon mutual agreement of both parties, for the use of a certain City-owned structure known as the Alexander-Gish House, located in Highland Park, together with the outbuilding and parking lot, upon certain terms and conditions; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 324.)

Council Member Dowe moved the adoption of Ordinance No. 36999-032105. The motion was seconded by Vice-Mayor Fitzpatrick.

The Mayor inquired if there were persons present who would like to speak in connection with the matter. There being none, he declared the public hearing closed.

There being no questions or comments by Council Members, Ordinance No. 36999-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe, and Mayor Harris-----7.

NAYS: None-----0.

CITY CODE-ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, March 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the proposed amendment of Section 36.1-690, General authority and procedure, Division 5, Amendments, of Chapter 36.1, Zoning, Code of the City of Roanoke (1979), as amended, by deleting subsections (g) and (h) relating to minimum acreage requirements, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, March 4, 2005, and Friday, March 11, 2005.

The City Planning Commission submitted a communication advising that Section 36.1-690 of the City of Roanoke Zoning Ordinance includes two subsections that establish a minimum area that can be rezoned to certain commercial and industrial districts:

(g) Except for extension of existing district boundaries, no change in zoning classification to a C-1, C-2, C-3, LM or HM district shall be considered which involves an area of less than two (2) acres, and no separate C-1, C-2, C-3, LM or HM district of less than two (2) acres shall be created by any amendment to this chapter.

(h) Subsection (g) notwithstanding, an area of less than two (2) acres, which abuts a C-2, CN, or an industrial district, may be rezoned to C-1.

The proposed amendment to delete subsections (g) and (h) was initiated by motion of the Planning Commission at its January 20, 2005, meeting.

The City Planning Commission recommended that Council approve the requested amendment to the Zoning Ordinance to delete subsections (g) and (h) of Section 36.1-690. The Planning Commission advised that rezoning decisions should be based on context and merits of the change, as well as the extent to which the change is consistent with the Comprehensive Plan.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37000-032105) AN ORDINANCE amending and reordaining §36.1-690, General authority and procedure, of Chapter 36.1, Zoning, of the Code of the City of Roanoke (1979), as amended, by deleting subsections (g) and (h) of §36.1-690, General authority and procedure, to provide for greater flexibility in considering certain rezonings in which a minimum area can be rezoned to certain commercial and industrial districts, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 325.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37000-032105. The motion was seconded by Council Member Dowe.

The Mayor inquired if there were persons present who would like to speak in connection with the proposed amendment.

Donald Wetherington, Attorney, 5 South Roanoke Street, Fincastle, Virginia, advised that the two-acre minimum requirement may have made sense when there were cow pastures within the boundaries of the City of Roanoke, but with the current density of the urban area and a mixture of compatible uses, not necessarily within the same zoning classifications, the two-acre requirement has become a relic. He stated that the City of Roanoke has a well-qualified and responsive City Planning staff with good land use tools at their disposal and encouraged the Members of Council to remove the two acre requirement and rely solely on the expertise of Planning staff.

There being no further speakers, the Mayor declared the public hearing closed.

There being no questions or comments by Council Members, Ordinance No. 37000-032105 was adopted by the following vote:

AYES: Council Members Fitzpatrick, Lea, McDaniel, Wishneff, Cutler, Dowe and Mayor Harris-----7.

NAYS: None-----0.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

SCHOOLS: The following persons spoke with regard to the Blue Ridge Technical Academy:

Ms. Karen W. Meiss, 1019 Welton Avenue, S. W., advised that Blue Ridge Technical Academy is a unique program that offers training in technology and medical fields, allowing students to receive dual enrollment, credits, certifications, and internships that would not be available in a public high school, and BRTA is the first Charter School in the Commonwealth of Virginia that has exceeded its goal by educating students in various fields of their choice. She stated that operating costs for BRTA are not included in the fiscal year 2005-2006 School budget, and the School Board plans to close the Academy and return students to their home schools. She encouraged the Council and the School Board to include funds in the 2005-2006 school budget to continue the program.

Ms. Phyllis Brennan, 4156 Hershberger Road, N. W., called attention to increasing enrollment at Blue Ridge Technical Academy where students are given an opportunity to succeed with the support of the City and the School system.

Ms. Sharon Yanosky, 316 Howard Road, Salem, Virginia, expressed appreciation to Council for listening to parents of students who attend Blue Ridge Technical Academy, and requested that the program remain intact. She referred to an article in *The Roanoke Times* in which the incoming Roanoke City School Superintendent, Marvin Thompson, stated his vision for the future of Roanoke City Schools which was a description of courses offered at Blue Ridge Technical Academy. She stated that Blue Ridge Technical Academy provides a refuge where students can focus on two career paths -- Information Technology and Medical Science -- in a safe environment with dedicated staff, and urged the Members of Council to support continuation of the Academy.

Mr. Jerome Nance, 4224 Tennessee Avenue, N. W., advised that he was previously in the 11th grade at William Fleming High School where class sizes consisted of as many as 30 students per room, but due to the smaller class size at Blue Ridge Technical Academy, students learn in an environment where teachers and students have become a family. He asked that the programs offered by BRTA be continued.

Ms. Shannon Allen, 2625 Broad Street, N. W., a freshman at Blue Ridge Technical Academy, advised that the program has provided inspiration to her life. She asked that funds be included in next year's budget to continue operation of BRTA.

Ms. Monica McWarren, 1652 Garstland Drive, N. W., advised that her siblings both attended Blue Ridge Technical Academy in their sophomore years where they received an outstanding educational experience. She called attention to a smaller teacher/student ratio

than in the traditional school classroom where students are provided with a greater opportunity to learn. On behalf of students, faculty and parents, she urged that Council work with the Roanoke City School Board to find the necessary funds to continue operation of BRTA.

Ms. Patricia Chambers, 3425 Pittsfield Avenue, N. W., a freshman at Blue Ridge Technical Academy, advised that BRTA is a model school and an asset to the community. She asked that funds be included in the School Board's budget to continue operation of the Academy.

Ms. Alita D. Ashe, 5784 Littleton Road, Roanoke County, advised that many students who attended William Fleming and Patrick Henry High Schools have succeeded in the traditional classroom setting, but those students who attend Blue Ridge Technical Academy have been given the extra level of attention that they need to be successful. She added that a representative of the Thomas Jefferson Institute toured the facility and was impressed with the level of student-teacher engagement and the conduct of students.

Courtney A. Penn, Member, Roanoke City School Board, expressed appreciation to those students from BRTA who articulated their positions and sentiments with regard to the Academy. He advised that the School Board considers the issue to be a top priority and will continue to assess various opportunities and/or options.

Council Member Wishneff advised that the location of the Blue Ridge Technical Academy is significant and encouraged citizens to attend School Board meetings to express their concerns.

The Mayor advised that the School Board is in the process of determining the direction for Blue Ridge Technical Academy and will discuss the matter with the new Superintendent of Schools and other interested individuals.

Without objection by Council, the Mayor advised that all remarks would be received and filed.

ANIMALS/INSECTS-FIREARMS: Mr. Joe Schupp, 2323 South Jefferson Street, former member of the Wildlife Taskforce, spoke with regard to the City's ongoing deer culling operation that will conclude at the end of March. He advised that \$80,000.00 is a large sum of taxpayer's money to be given to White Buffalo Inc., to remove deer; and total deer removal for 2003-2004 from July 1, 2003 to March 27, 2004 was 819, with 561 deer removed by sharp shooters, 213 removed by bow hunters (landowners with deer kill permits and the Urban Archery Program combined), and 63 removed through deer kill permits using shot guns. He stated that if the deer culling operation is deemed too costly and/or ineffective, he would urge Council to implement the sharp

shooting and Urban Archery Program, which must be approved by the Department of Game and Inland Fisheries by May 1, 2005 for implementation during the 2005-2006 season. He offered his services to oversee operation and implementation of Roanoke's Urban Archery Program.

COMPLAINTS-DRUGS/SUBSTANCE ABUSE: Ms. Oglivier Quarles, 2205 Montauk Road N. W., a member of the Northwest Concerned Citizens Organization, expressed concern with regard to the methadone clinic located at 3208 Hershberger Road, N. W. She stated that Federal guidelines require that the methadone clinic hold open meetings in the community, but instead representatives of the facility elected to meet with a small group of persons who may, or may not, be residents of the immediate area; the neighborhood group has been portrayed as being unkind and uncaring in its attitude toward drug addicts, which is not an accurate portrayal of residents; and since the methadone clinic opened, police officers have responded to approximately eight calls, and emergency medical services was contacted on at least three occasions. She emphasized that the neighborhood organization is motivated by a desire to make a difference in the community, to work toward a safe environment for children and senior citizens, and to identify alternative activities to drug and alcohol use.

CITY EMPLOYEES-ART MUSEUM OF WESTERN VIRGINIA-COMPLAINTS-PAY PLAN-TAXES: Mr. Robert Gravely, 727 29th Street, N. W., expressed concern with regard to the City's participation in a regional jail, additional funds for the Art Museum in downtown Roanoke, the use of taxpayers' money to advertise the City's new branding logo, and the City's workforce is undermanned, with inadequate training and an inadequate pay scale.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, spoke in support of the renovation of Victory Stadium, which can be used for such activities as the annual Easter Egg Hunt, and the American Cancer Society Relay for Life, etc. He called attention to overwhelming support by 7,000 persons who signed a petition in favor of the renovation of Victory Stadium in which they called for a referendum so that citizens could vote on the fate of the Stadium. He stated that funds that were previously identified for Victory Stadium have been used for other purposes and the proposed floodwall has not been constructed.

There being no further business, the Mayor declared the meeting adjourned at 8:45 p.m.

A P P R O V E D

ATTEST:

Mary F. Parker
City Clerk

C. Nelson Harris
Mayor

MINUTES OF ROANOKE CITY AUDIT COMMITTEE

April 4, 2005

1. CALL TO ORDER:

The meeting of the Roanoke City Audit Committee was called to order at 11:12 a.m. on Monday, April 4, 2005, with Chair, Dr. M. Rupert Cutler, presiding.

- The roll was called by Mrs. England

Audit Committee

Members Present: Dr. M. Rupert Cutler, Chair
 Mayor C. Nelson Harris
 Vice-Mayor Beverly T. Fitzpatrick, Jr.
 Alfred T. Dowe, Jr. (arrived late)
 Sherman P. Lea
 Brenda L. McDaniel
 Brian J. Wishneff (arrived late)

Others Present: Drew Harmon, Municipal Auditor
 Darlene L. Burcham, City Manager
 William M. Hackworth, City Attorney
 Jesse A. Hall, Director of Finance
 George C. Snead, Jr., Asst. City Manager for Operations
 Rolanda B. Russell, Asst. City Manager for Community Development
 Larry Brown, Public Information Officer
 Gwin Ellis, Assistant to the City Manager
 Greg Emerson, Chief Deputy Commissioner of Revenue
 Patrick Woods, Business License Inspector/Auditor
 Mike Tuck, Assistant Municipal Auditor
 Pamela Mosdell, Information Systems Auditor
 Brian Garber, Senior Auditor
 Cheryl Ramsey, Auditor
 Doris England, Administrative Assistant
 Todd Jackson, The Roanoke Times
 Reporter, WDBJ-TV Channel 7
 Cameraman, WDBJ-TV Channel 7
 Evelyn Bethel, Citizen
 Helen Davis, Citizen

2. INTERNAL AUDIT REPORTS:

- A. Clerk of the Circuit Court
- B. Commissioner of the Revenue
- C. Police Department Cash Funds

Dr. Cutler ordered that internal audits A through C be received and filed. There were no objections to the order. Dr. Cutler recognized Mr. Harmon for comments on each of the audits beginning with the Clerk of the Circuit Court.

Mr. Harmon stated the Clerk of the Circuit Court audit is one that is performed every year by Municipal Auditing, and it is done in cooperation with the Virginia Auditor of Public Accounts (APA). The APA is required to audit the Clerk of the Circuit Court each year, and the city provides services in lieu of being charged by the state for the audit. Municipal Auditing followed the APA's program, and did not have any material findings. The state has not issued the final report on the audit. When that report is received, it will be brought before the Audit Committee. Mr. Harmon asked if there were any questions regarding the audit.

Dr. Cutler commented that the APA is a state agency, and the city is saving money by performing its portion of the audit. He also asked Mr. Harmon if this was considered a clean audit, and Mr. Harmon replied that it was. Chairman Cutler asked for any questions or comments from the committee members. There being none, he asked Mr. Harmon to proceed to Item B on the agenda, the Commissioner of the Revenue audit report.

Mr. Harmon asked Mr. Emerson, Chief Deputy Commissioner of Revenue, if he would like to address the committee regarding the audit. Mr. Emerson stated the Commissioner of Revenue, Mr. Holland, could not attend the committee meeting due to a long-standing commitment. He said in regards to comments made or about to be reviewed, he wanted to assure the members of the Audit Committee that the Commissioner's office was confident it could provide any clarification in context with its tax systems. Mr. Emerson stated the systems were working properly and in accordance with state law. He asked Chairman Cutler if the Commissioner's office could be allowed an opportunity to respond in writing, and Dr. Cutler replied he thought that would be in order and to please do so.

Mr. Harmon said he would like to give some background information involving the timeline on the Commissioner's audit. He met with Mr. Holland and Mr. Emerson in April 2004 for an opening conference. At that time, he presented an overview of the audit and areas he expected to examine. He asked for copies of the business plan, job descriptions, and policies and procedures, which is standard in gathering information about an audit area. Mr. Harmon stated he then spent about two weeks interviewing staff members about their job duties and any documented procedures. At that time, personal property assessments were out and it was time for those payments to come in during May, so the audit was suspended until after that busy time. Mr. Harmon had done some initial planning and expressed concern about the lack of procedures and a business plan.

The staff of Municipal Auditing also became very busy, and it was in late December that Mr. Harmon assigned Mike Tuck, Assistant Municipal Auditor, to resume the audit. By January, Mr. Tuck was doing the planning and modeling

the process of what the department does. The audit focused on tax compliance, the area thought to have the most risks. By mid February, the mapping of processes was finished; there were no documented procedures, and processes were limited in the tax compliance area. Many of the recommended practices, such as running data queries and doing field audits, were not being done. There were also no audit programs, no processes for doing field audits, and evaluating data. Municipal Auditing again expressed concern that written procedures were not in place and that there may not be enough staff in the Commissioner's office to do the work needed related to tax compliance. Municipal Auditing staff began examining the data in mid February.

By the first of March, Municipal Auditing staff went over the exceptions found in the data with the Commissioner's staff. The findings and numbers were presented and were agreed to by the Commissioner's staff.

On March 21, 2005, a draft of the audit report was sent to the Commissioner's office. There had been prior meetings and e-mails communicating the status of the report. Mr. Harmon said he requested a meeting be held with the Commissioner to discuss a response to the report. The meeting was not scheduled although several e-mails were sent and a personal phone call made in efforts to set up the meeting. The Commissioner's office asked for additional time before the report was presented to the Audit Committee. Mr. Harmon explained that, basically, his department was not allowed to delay a report unless there was a significant discrepancy or disagreement.

Mr. Harmon said he would like to go over the results of the audit report and highlight the findings beginning with Finding 01, Organization and Procedures. He stated a business plan is necessary to indicate the responsibilities of the department. The tax code at the local level is quite complex and without a business plan stating the law, the intricacies of the law, and how it is going to be processed, it would be very difficult for staff members to know what they should be doing.

Mr. Harmon presented an annual report from Norfolk, Virginia, that he had downloaded from the Internet (copies were distributed later to the committee members). In this, he stated, there were parts of a business plan including the mission statement, how the office was organized and what the office did. The report also explained how the data was trending and why it was different from the prior year.

Mr. Harmon explained that most of the recommendations made by Municipal Auditing in its audit report came from the Commissioners of the Revenue Association and the Virginia Association of Local Tax Auditors. These are recommendations from commissioners of the revenue.

Mr. Harmon proceeded to Finding 02, Business Personal Property, stating that the data was very complex. Out of 27,000 records (downloaded from business personal property accounts for tax years 2002, 2003, and 2004), 14,000

records had zero values indicating there was no report of any business personal property. Also, the city did not address the accuracy of those that did report given that field audits are not done by the Commissioner's office. The 14,000 records represent approximately 7,600 businesses that did not file business personal property tax. These were examined in greater detail, and it was found that 1,900 did not have business personal property filed in any of the three years. Mr. Harmon explained that some of the data should not have been in the system; those not filing personal property should have been taken out. Municipal Auditing staff selected a judgmental sample of 50 businesses that appeared to be legitimate. Of those 50 businesses, indications were that 27 should have filed business personal property for at least one year and some for all three years. Mr. Harmon stated that field audits need to be done to determine if people are filing appropriately; and when they do not file or respond to letters, the Commissioners Association recommends that those businesses be audited.

On Finding 03, DMV Audit, Mr. Harmon explained that the DMV sends a file weekly showing deletions and additions to all vehicles in the city. The system loads the data and the Commissioner's staff must make adjustments; for example, a county vehicle may be listed in error as a city vehicle. However, that report has been turned off up to six months of the year, so the Commissioner's office is missing personal property changes. Municipal Auditing staff examined cars purchased from January through September 2004; there were 3,800 cars purchased. A random sample of 50 of these was taken and 14, or 28%, were found to be assessable. In fact, the Commissioner's office assessed those vehicles after Municipal Auditing staff brought it to their attention. The DMV states there are 90,000 vehicles in the city, which is not exactly correct because some are rental or corporate owned vehicles that are taxed in another manner.

Mr. Harmon explained that with Finding 04, Business License Tax, Municipal Auditing staff did not find a significant number of businesses not licensed. Six major streets were chosen in the test and summarily, only one of 191 businesses was found that the Commissioner's office did not have. There are five others that Municipal Auditing is waiting to hear about. However, if there is only one or two percent, that would represent an issue. A larger issue is gross receipts, which were not addressed in any way. Mr. Harmon stated that businesses, by error or by intent, will not file correct returns. It is part of the Commissioner's charge to ensure accurate returns are filed.

Mr. Harmon stated the Sales Tax Audit is impacted by the Commissioner's office in that the office is responsible for reviewing it, though it does not assess it. It is recommended the Commissioner's office compare the sales tax report (to the business license applications) to be sure everyone who has a license in the city is remitting sales tax as a city business.

Mr. Harmon concluded his comments on the audit report and asked for questions from the committee members. Mr. Wishneff asked which finding would need to be addressed first if the findings were prioritized. Mr. Harmon

replied it would be the business personal property tax. He further stated that one of the easier findings to address would be to run the DMV report and determine the missing personal property.

Ms. McDaniel stated that she read the authority for having a Commissioner of Revenue comes from the state constitution, and she asked if that meant the city must have a Commissioner of Revenue. Mr. Harmon referred that question to City Attorney, Mr. Hackworth. Mr. Hackworth said it is a constitutional requirement to have a Commissioner of Revenue. He further explained there is a statutory process that a locality can go through to eliminate the office of the Commissioner or Treasurer. It begins with a citizen initiation process, then a petition to the Circuit Court, a referendum, and the General Assembly has to adopt legislation to abolish the office. Taking its place would be whatever was provided for in the referendum. Mr. Hackworth said he knew of no locality in recent memory where one of these referendums was successful.

Ms. McDaniel noted that on previous audits after the issue was stated there followed an agreed upon action. She asked if that was due to a collaborative effort with the department being audited and if that was what Municipal Auditing did not receive from the Commissioner's office. Mr. Harmon replied that it was. In this case, he said he wanted to discuss the report but did not get any feedback and did not hear from the Commissioner at all after sending him the report. Mr. Lea stated he felt confident Mr. Holland would respond in writing to the report. He then asked Chairman Cutler what the role of the Council was in this matter and if the Council could ask the Commissioner to respond. Dr. Cutler referred this question to Mr. Hackworth, who responded that as far as performance of the constitutional officer, there is little the governing body can do. The efforts of the governing body would have to be indirect rather than direct. Mr. Hackworth said there is no legal responsibility or oversight of the governing body over any constitutional officer.

Dr. Cutler asked Mr. Emerson when the Audit Committee could expect a written response. Mr. Emerson asked what date would be agreeable to the committee, and Dr. Cutler replied the committee would like a response soon. Mr. Harris suggested the Audit Committee meet again the first meeting in May, thus giving the Commissioner of Revenue one month to respond. Chairman Cutler suggested the written report be submitted in three weeks so it could be included in the packet of information provided to Audit Committee members to review prior to the meeting.

Mr. Wishneff asked if there would be budget consequences as far as cost. Chairman Cutler then asked the Municipal Auditor if he could give the committee a ballpark estimate of the impact on city revenue of the shortcomings identified in the audit in terms of loss of revenue in recent years. Mr. Harmon state there was no way to give a good estimate, but \$500,000 to \$1,000,000 a year would not be beyond reason. Mr. Lea said he thought we should be careful about stating those numbers because we want to be sure they are correct. Mr. Wishneff said the basis of his question was for the cost side as

much as the revenue side given the budget was coming up in May, and there may be some recommendations. Ms. Burcham stated that she hoped if there were a need for additional staff in the Commissioner's office, there would be commensurate revenue generated in excess of that need. Therefore, the Council should not be bound by the budget process because it could meet again and make that adjustment.

Mr. Dowe stated he would like to hear from the Commissioner's office in its response at the May meeting of some immediate things that could be done. Specifically, he mentioned the need for field audits and how many people were in place to do the audits. He stated he felt a business plan would be critical, and he agreed with Mr. Lea that support should be provided. He said the function of audits is not to exploit things but to help support and show areas of weaknesses that the Audit Committee, as an organized body, could provide direction for. Mr. Harmon stated his office would be glad to work with the Commissioner in any way it could.

Chairman Cutler called on Mr. Fitzpatrick for his comments. Mr. Fitzpatrick thanked Mr. Emerson for being there because he knew it must be tough for him. He said he was disappointed by what he had read in the report and felt this was an integrity issue with some people being taxed and others not being taxed. He said that, as an elected official, he was sitting at a policy level with people that he had no real control over who were not applying policy equitably across the city. Mr. Fitzpatrick stated the irony of this issue was this was not the first commissioner who had been in a similar situation, so this was not aimed at Mr. Holland. He explained this may be an overall sense of direction that has been in this office since long before the current incumbent. He said if the report was true, it was a disservice to the citizens of the City of Roanoke. Mr. Fitzpatrick said the point was to ask people to pay for city services and to make sure each one paid his fair share, which was clearly in doubt at the moment. He said the response from Mr. Holland and Mr. Emerson would be critical to whether Council has the confidence that it should have in the Commissioner's office. He stated the fact that the Commissioner's office did not return the Municipal Auditor's phone calls or e-mails was a red flag, and he felt it was inappropriate. Mr. Fitzpatrick encouraged Mr. Holland and Mr. Emerson to provide information as quickly as they could so the Audit Committee members could have a better understanding of this audit report. He explained the state is getting ready to cap the city and that will determine how much money the city will get in the future. Roanoke needs to have the best equitable tax situation in place or it could lose millions of dollars over the next 20 years because of the state's new policy. Mr. Fitzpatrick said he had never seen Mr. Harmon or his predecessor make unfavorable remarks without having facts, so he does not have any reason to believe that at this point.

Mr. Harris said it should be kept in mind that the function of the Municipal Auditor and audits is not to be punitive but to be corrective. With past situations where there have been findings, the corrective action has been taken. He said he had heard no objection to having another Audit Committee meeting

at the first meeting in May, so he assumed that would be what the committee would do. This would give Mr. Holland and his staff the opportunity to make some preliminary response and provide a plan of action to address what had been discussed. Mr. Harris said he did not feel it would be realistic to expect a business plan from the Commissioner's office in three weeks, so the Audit Committee could receive that during its regular calendar schedule.

Chairman Cutler announced that there seemed to be no objection to asking the Commissioner's office to provide a written response in about three weeks and the Audit Committee could meet again a month from now to review that response. Mr. Harris said he would like to add that he and probably other Council members will be looking for a response that is somewhat in line with the way other departments respond, which is an agreed upon course of action.

Dr. Cutler introduced the next item on the agenda, the Police Department Cash Funds audit, and asked Mr. Harmon for comments. Mr. Harmon stated that this was also an annual audit which Municipal Auditing does. There were two findings; one which the Council had seen before, that regarding gold permits. Chief Gaskins had a response to that finding at the back of the audit, and that issue had been rectified with the permits. The financial statements were attached, and there were no significant issues. Mr. Harmon stated he would be glad to answer any questions about the Police Funds. There were no questions.

In review, Chairman Cutler stated that three reports had been received and filed. He asked for any further comments from members of the committee on the reports. There were no further comments.

3. UNFINISHED BUSINESS:

There was no unfinished business to come before the committee.

4. NEW BUSINESS:

There was no new business to come before the committee.

6. ADJOURNMENT:

There being no further business, the meeting was adjourned at 11:55 a.m.

A handwritten signature in black ink, appearing to read "M. Rupert Cutler", with a long horizontal line extending to the right.

M. Rupert Cutler, Chair



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Amendment of the 2000-2005
Consolidated Plan

Background:

In order to receive Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Shelter Grant (ESG) funding, the City of Roanoke must submit a five-year Consolidated Plan and Annual Updates to the U.S. Department of Housing and Urban Development (HUD). Substantial amendments to the plan must undergo a 30-day public review and be approved by City Council.

Under the current plan, \$700,000 in CDBG and HOME funds are designated for the Northwest Neighborhood Environmental Organization (NNEO) "Fifth Street Gateway Project" and \$200,000 for "Independent Housing for Special Needs." NNEO has requested that the City's multi-year \$2.35 million commitment, which includes the \$700,000, be redesignated for the Roanoke Redevelopment and Housing Authority (RRHA), which will manage the project. This action entails a substantial amendment to the plan. Authorization of a contract with the RRHA to implement this redesignated use will come before City Council through a separate report.

The \$200,000 for special needs housing was established in the 2003-2004 Annual Update to the present plan to assist with the development of a group home facility. A specific project to implement these funds has not been identified through two consecutive budget cycles and its continued undesignated status adversely affects expenditure timeliness compliance. Redesignating these funds for other uses also constitutes a substantial amendment.

The Honorable Mayor and Members of Council
May 2, 2005
Page 2

Considerations:

With respect to the NNEO funding, there is mutual agreement among NNEO, the RRHA and the City regarding the need to redesignate the funds. Moreover, the City has supported the RRHA's application for tax credits to assist the financing of the project, which is now to be known as "Park Street Square."

Regarding the special needs housing funding, while the redesignation will assist in managing compliance, these funds will be used for housing activities in the 2005-2006 period, including those serving special needs. The City remains committed to its support of such housing. Included in the new plan are objectives to assist approximately 115 units of special needs housing, with as much as \$1.3 million in CDBG and HOME funds to be devoted to such purposes over the coming five years. Group home facilities or other approaches can be considered.


The required 30-day public review period for these amendments was advertised April 2, 2005, with comments due by the close of business May 2, 2005. Notice of the amendments was also provided to the members of the Roanoke Neighborhood Advocates. No objections to the intended amendments have been received to date.

Recommended Actions:

1. Approve the amendments to the Consolidated Plan detailed in the attachment to this report, such amendments to take effect upon, and provided that no compelling objections have been received by, the conclusion of the public review period.
2. Transfer \$700,000 in CDBG and HOME funds from NNEO Fifth Street Gateway accounts to accounts for the RRHA Park Street Square Project as follows.

\$200,000 from NNEO 035-G04-0420-5309 to RRHA 035-G04-0420-5428
\$250,000 from NNEO 035-G05-0537-5309 to RRHA 035-G05-0520-5428
\$241,388 from NNEO 035-090-5312-5309 to RRHA 035-090-5312-5428
\$8,612 from NNEO 035-090-5325-5309 to RRHA 035-090-5325-5428

Respectfully submitted,


Darlene L. Burcham
City Manager

The Honorable Mayor and Members of Council
May 2, 2005
Page 3

DLB:feb

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management & Budget
Frank E. Baratta, Budget Team Leader

CM05-00049

2000-2005 Consolidated Plan Plan Amendments May 2, 2005

1. NNEO "Fifth Street Gateway Project"

This amendment provides that the "Fifth Street Gateway" project, which was to have been undertaken by the Northwest Neighborhood Environmental Organization, is now to be undertaken by the Roanoke Redevelopment and Housing Authority under the name "Park Street Square" project. The project continues to provide for low-income multi-unit rental and other housing at the same Gilmer neighborhood site. Of \$700,000 in federal CDBG and HOME funds currently allocated by the City to the project, \$125,000 in CDBG funds is to be made available for predevelopment costs, with additional releases pending the Authority's securing of other necessary project financing.

2. "Independent Housing for Special Needs"

This amendment would cancel the set-aside of \$200,000 in CDBG funds for the purpose of developing one or more group homes under the heading of "Independent Housing for Special Needs." The funds have remained uncommitted for two budget cycles and will be reallocated to support other housing activities to be conducted in the 2005-2006 period, including those which may assist special needs populations.

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to transfer CDBG and HOME funds from the Fifth Street Gateway project to the Park Street Square project, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

NNEO Fifth St Gateway Project	035-G04-0420-5309	(200,000)
NNEO Fifth St Gateway Project	035-G05-0537-5309	(250,000)
NNEO Fifth St Gateway Project	035-090-5312-5309	(241,388)
NNEO Fifth St Gateway Project	035-090-5325-5309	(8,612)
RRHA Park Street Square	035-G04-0420-5428	200,000
RRHA Park Street Square	035-G05-0520-5428	250,000
RRHA Park Street Square	035-090-5312-5428	241,388
RRHA Park Street Square	035-090-5325-5428	8,612

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

SS
4/2/05

IN THE COUNCIL FOR THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the appropriate City officials to execute an amendment to the Consolidated Plan for FY 2000-2005, providing for the redesignation of Community Development Block Grant and HOME Investment Partnerships funds to the Roanoke Redevelopment and Housing Authority, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an amendment to the Consolidated Plan for FY 2000-2005, providing for the redesignation of \$900,000 of Community Development Block Grant and HOME Investment Partnership funds to the Roanoke Redevelopment and Housing Authority, and any additional necessary documents related to such an amendment, such documents to be approved as to form by the City Attorney, as is more particularly set forth in the City Manager's letter dated May 2, 2005, to this Council.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

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May 2, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: 2004-2005 CDBG- and HOME-
funded "Park Street Square"
Agreement with the Roanoke
Redevelopment and Housing
Authority (RRHA)

Background:

On February 17, 2005, the City received notice from the Northwest Neighborhood Environmental Organization (NNEO) that, due to various circumstances, it could not continue or complete the "Fifth Street Gateway" project. NNEO's notice also requested that \$2.35 million in CDBG and HOME funds committed by the City to the project over several fiscal years be reassigned to the RRHA. On February 23, 2005, the City received a letter from the RRHA stating that NNEO had requested that the RRHA assume the position of General Partner and Developer for the project. In its letter, the RRHA indicated its willingness to take on this role, advised that it anticipated filing a tax credit application for the project, which would continue under the name of "Park Street Square," and requested the reallocation of the CDBG and HOME funds. The RRHA has since filed the application and is awaiting the results of the selection process.

Considerations:

Of the \$2.35 million in CDBG and HOME committed to the project, \$700,000 has been appropriated and is the limit of funds to be made available until the next installment, on or about July 1, 2006. However, of the \$700,000, the City has

The Honorable Mayor and Members of Council
May 2, 2005
Page 2

stipulated that no more than \$125,000 may be accessed by the RRHA prior to the award of the tax credits. A contract authorized by City Council between the City and the RRHA is required to provide access to the \$125,000 and, upon the award of tax credits, the balance of the \$700,000. As part of the tax credit financial structuring, the RRHA is expected to receive the funds in the form of minimally-interest-bearing loans, which it will use through its nonprofit arm, the Roanoke Valley Housing Corporation.

The Agreement contains a mutual indemnification clause in which both parties agree to indemnify the other for damages and expenses incurred as a result of the other party's conduct. The effect of the clause is that the City would be waiving its defense of sovereign immunity in certain circumstances.

Recommended Action:

Authorize the City Manager to execute the 2004-2005 CDBG/HOME Agreement with the RRHA, similar in form and content to the draft attached to this report, and approved as to form by the City Attorney.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:feb

Attachments

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda B. Russell, Assistant City Manager for Community Development
Frank E. Baratta, Budget Team Leader

CM05-00051

AGREEMENT

This Agreement is made and entered into this ____ day of ____, 2005, by and between the following parties:

The Grantee

City of Roanoke, Virginia
215 Church Avenue, S.W.
Roanoke, Virginia 24011

The Subgrantee

City of Roanoke Redevelopment
and Housing Authority
2624 Salem Turnpike, N.W.
Roanoke, Virginia 24017

WITNESSETH:

WHEREAS, by Resolution No. 36591-010504, the Council of the City of Roanoke ("Council") approved amendments to the City's 2000-2005 Consolidated Plan and, by Ordinance No. 36590-010504, appropriated funds associated with said amendments, including \$200,000 in Community Development Block Grant ("CDBG") funds for the Northwest Neighborhood Environmental Organization ("NNEO") "Fifth Street Gateway Project" ("the NNEO Project"); and

WHEREAS, by Resolution No. 36720-062104, Council approved the 2004-2005 Annual Update to the City's 2000-2005 Consolidated Plan and, by Ordinance No. 36719-062104, appropriated funds associated with said Annual Update, including an additional \$250,000 in CDBG and \$250,000 in HOME Investment Partnerships Program ("HOME") funds for the NNEO Project; and

WHEREAS, by Resolution No. ____-050205, Council approved amendments to the City's 2000-2005 Consolidated Plan, including the assumption by the Roanoke Redevelopment and Housing Authority ("RRHA") of the role of General Partner and Developer for the NNEO Project and, thereby, access by the RRHA to \$125,000 of the \$700,000 in CDBG and HOME funds which had been made available to NNEO, and permitting RRHA access to the balance of the \$700,000 upon certain terms and conditions; and

WHEREAS, by Resolution No. ____-050205, Council approved the execution of a subgrant agreement between the Grantee and the Subgrantee;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- a. Period of this Agreement -- This Agreement shall be effective as of February 1, 2005, and, unless amended, shall end June 30, 2006.
- b. General -- The services to be performed by the Subgrantee under this Agreement shall have as their purpose the development of rental housing and/or housing for homeownership by new construction and/or rehabilitation. In performing these services, the Subgrantee shall be endeavoring to bring to

fruition the efforts initiated under the NNEO Project. Taken as a whole, the Subgrantee's services shall be known as the "Park Street Square Project" ("the Project") or by such other name as may be adopted. The Project Site shall be that area of the Gilmer Neighborhood of the City encompassed by Loudon and Centre Avenues and Fifth and Sixth Streets, which may be expanded as mutually agreed by the parties hereto. The specific activities to be undertaken shall be consistent with the Subgrantee's application for Low-Income Housing Tax Credits ("Tax Credits"), which is incorporated herein by reference.

As part of the financial structure of this tax credit project, the parties hereto mutually agree that the funds under this Agreement will be directed through the Subgrantee's nonprofit entity, the Roanoke Valley Housing Corporation. Moreover, as mutually agreed by the parties, the funds made available by the Grantee may be provided to the Subgrantee in the form of a loan. The loan documents, including the terms regarding the payment of any interest due to the Grantee's CDBG or HOME programs, may be made an attachment to this Agreement or incorporated by reference, as mutually agreed.

- c. Activities Prior to the Award of Tax Credits – Prior to notification satisfactory to the Grantee that the Project has been selected to receive Tax Credits, the Subgrantee's activities allowable under this Agreement shall be limited to predevelopment and related efforts occurring on or after the effective date of this Agreement. Such activities include providing, or obtaining through third parties: design, architectural and engineering, and cost-estimating services; land or other surveys; environmental studies; legal services; site planning; and other such predevelopment services or efforts necessary and allowable under the CDBG regulations. (See Section 1.h.(1) regarding limitations concerning funds available for these activities.)
- d. Activities After the Award of Tax Credits – Upon notification satisfactory to the Grantee that the Project has been selected to receive Tax Credits, the Subgrantee may undertake any predevelopment or development activities that are consistent with the Tax Credit application, necessary and allowable under the CDBG and HOME regulations. In accordance with 24 CFR 570.207(b)(3), CDBG funds may be used for clearance, site assemblage, provision of site improvements and other preconstruction needs, but shall not otherwise assist the construction of new housing. (See Section 1.h.(2) regarding limitations and latitudes concerning funds available for these activities.)
- e. Project Outcomes Anticipated: It is anticipated that, taking into account the CDBG and HOME funds provided by the Grantee and all other financing secured by the Subgrantee, approximately 25 low-income housing units will result from this project.
- f. Eligible Beneficiary -- Except as otherwise provided, for the purposes of this Agreement, "eligible beneficiary" shall mean a household whose income is within the applicable limits prescribed by the U.S. Department of Housing and Urban Development ("HUD"), including any required adjustments for family size, for housing assisted with CDBG and/or HOME funds, including limits applicable when the housing is assisted through Tax Credits. In the case of housing for homeownership assisted with CDBG and HOME funds, the eligible beneficiary must be purchasing the home for use as its principal residence. The Subgrantee shall prepare and retain documentation of its determination of each eligible beneficiary's size and income. Such documentation shall include the name, age, and the sources and estimated amount of income anticipated for the succeeding twelve months for each member of the household at the time of the determination.

- g. Budget -- CDBG and HOME funds provided by the Grantee under this Agreement shall be as detailed in Attachment A. The Subgrantee shall not, without prior written approval from the Grantee, exceed the total funding allocated to an account nor the amount allocated to a category (i.e. "project"; "support"; "administration") within an account. Further, any amounts designated to support HOME activities shall be expended solely for this purpose. At the sole discretion of the Grantee, any funds remaining unexpended as of the end date of this Agreement may be deobligated from the Agreement and made available for other CDBG or HOME projects, as appropriate. The commitment of funds by the Grantee to this Agreement shall not be construed as a commitment by the Grantee to provide further funding to this project.
- h. Allowable Expenditures -- Absent prior approval of the Grantee's Department of Management and Budget, the Subgrantee shall not use funds provided under this Agreement to acquire (1) any nonexpendable personal property, including equipment, (2) any real property at a price exceeding the value determined through appraisal, city assessment or other appropriate method or (3) acquire any property that is or would be occupied by legal tenants after the initial acquisition contact with the owner. Under no circumstances shall funds be expended for liens, fines or penalties associated with any property acquired or to be acquired. The maximum amount of HOME funds that may be expended to assist a unit shall comply with the limits specified in section 11.a. below.
 - (1) Funds Access Prior to the Award of Tax Credits: Of the CDBG and HOME funds made available by the Grantee under this Agreement, prior to notification satisfactory to the Grantee that the Project has been selected to receive Tax Credits, the Subgrantee shall have access to not more than \$125,000 in CDBG funds for necessary and allowable predevelopment costs incurred on or after the effective date of this Agreement.
 - (2) Funds Access After the Award of Tax Credits: After notification satisfactory to the Grantee that the Project has been selected to receive Tax Credits, and after the approval by HUD of such funds releases as may be required for environmental purposes, the Subgrantee shall have access to the balance of the CDBG and HOME funds made available by the Grantee under this Agreement for necessary and allowable predevelopment and development costs incurred on or after the effective date of this Agreement. In addition, where properly documented to the satisfaction of the Grantee, the Subgrantee may use the CDBG funds made available under this Agreement for costs incurred for predevelopment services under the earlier NNEO Project stages.
- i. Blending of and Compliance with CDBG, HOME and Tax Credit Requirements: In view of the differences between CDBG, HOME and Tax Credits, the Subgrantee shall act with due diligence to ensure compliance with the requirements for using each funding source and for blending the funding sources.
- j. Contractor Procurement -- In procuring outside contractors or subcontractors for needed rehabilitation or new construction services, the Subgrantee shall do so in a manner that promotes free and open competition and ensures that all such entities comply with applicable HUD regulations, including those relating to lead-based paint.
- k. HOME Match -- HOME funds must be matched in accordance with the requirements of 24 CFR 92.218 through 92.222. The Grantee shall be responsible for identifying and ensuring crediting of

matching funds required pursuant to this Agreement. To assist the Grantee in meeting the requirement, the Subgrantee shall report regularly to the Grantee all activities that may be credited as HOME match.

2. **REQUESTS FOR DISBURSEMENTS OF FUNDS:**

- a. Disbursements under this Agreement shall not be requested until the funds are needed for payment of eligible costs. The amount of each disbursement request must be limited to the amount needed.
- b. Requests for disbursement of funds shall be submitted to the Grantee's Project Manager, if any, or Department of Management and Budget and shall include copies of invoices or other appropriate documentation from contractors or other entities for work performed or costs incurred. In the case of property acquisitions, requests shall include settlement statements and property appraisal or assessment documentation. The use of standard American Institute of Architects (AIA) forms is preferred for requesting disbursement of funds for construction costs. Upon approval of the request by the Project Manager and/or Department of Management and Budget, the Grantee shall disburse the funds to the Subgrantee. Approval of disbursement requests will be subject to timely receipt of monthly Subgrantee reports (see section 8 below).
- c. All requests for disbursements with respect to costs incurred during the period of this Agreement, as set forth in section 1.a., must be received by the Grantee within 30 calendar days of the ending date of this Agreement. The Grantee shall not be bound to honor requests for disbursements received after this 30-day period has elapsed.

3. **PROGRAM INCOME AND REPAYMENTS:**

- a. Payment of Proceeds from Sale:
 - (1) Upon the sale of a property assisted with CDBG and/or HOME funds under this Agreement, the Grantee's share will be equal to the percentage of the total cost to develop, construct and sell the property which has been paid for by the CDBG and/or HOME funds provided under this Agreement. Should the gross proceeds be insufficient to allow the Subgrantee to recover its invested funds, the Grantee shall not be liable for the insufficiency.
 - (2) In the event a property is assisted by both CDBG and HOME funds provided under this Agreement, the Grantee's share referenced in subsection (1) above shall be distributed to CDBG program income or HOME program income according to the percentage each source is of the total CDBG and HOME funds contributed to the property.
- b. All program income, repayments, interest, and Grantee shares of proceeds or other returns on the investment of CDBG and/or HOME funds shall be submitted to the Grantee by the Subgrantee on or before the fifteenth of the month following collection.

4. **AFFORDABILITY:**

- a. The Subgrantee shall ensure that properties assisted with HOME funds under this Agreement comply with the affordability requirements at 24 CFR 92.252 and 92.254, as applicable, including, but not

limited to, the following:

- (1) With respect to rental units constructed or rehabilitated, for up to 20 years, as applicable, affordability provisions will be enforced deed restrictions, covenants running with the land or other instruments;
- (2) With respect to owner-occupied units, the after-rehabilitation value of the property shall not exceed the Section 203(b) limits promulgated by HUD.
- (3) With respect to housing newly constructed or rehabilitated for sale:
 - (a) Buyers of the properties shall be eligible families, as described in section 1.f. above;
 - (b) Neither the value nor the sale price of the housing shall exceed the Section 203(b) limits promulgated by HUD; and
 - (c) For up to 15 years, depending on the amount and form of HOME assistance provided, either resale restrictions or repayment (recapture) requirements will be imposed on the buyer. These provisions shall be enforced by a written covenant declared by the Subgrantee and recorded with the property deed. The covenant shall provide that the Grantee be notified of any pending sale or transfer of the property during the applicable period of affordability. If affordability provisions are not met upon sale or transfer of the property, up to the full HOME investment, as applicable, shall be repaid to the Grantee.
- (4) All covenants or other instruments shall be approved as to form by the Grantee.
- b. The Subgrantee shall monitor all HOME-assisted properties to ensure maintenance of their affordability for the minimum period. This Subgrantee responsibility shall continue so long as this Agreement or any other CDBG- or HOME-funded Agreement with the Grantee remains in effect.

5. **ENFORCEMENT OF THE AGREEMENT:**

- a. In the event the Subgrantee materially fails to comply with any term of the agreement, the Grantee may suspend or terminate, in whole or in part, this Agreement or take other remedial action in accordance with 24 CFR 85.43. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- b. In the event the Subgrantee, without prior written approval from the Grantee's Department of Management and Budget, terminates the project prior to completing all units for which HOME funds have been disbursed, the Subgrantee shall be liable for repayment of all HOME project, administrative or operating funds disbursements, whether or not expended.

6. **REVERSION OF ASSETS:**

- a. Upon expiration or termination of this Agreement, including any amendments thereto, the Subgrantee shall transfer to the Grantee any CDBG or HOME funds or CDBG or HOME Program Income on hand at the time of expiration or termination and any accounts receivable attributable to the use of

CDBG or HOME funds.

- b. Any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:
 - (1) Shall continue for a period of not less than five years following expiration of this Agreement, including any amendments thereto, to be used to meet one of the CDBG national objectives cited in 24 CFR 570.208; or
 - (2) If the property is not used in accordance with paragraph (1) above, the Subgrantee shall pay the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment shall be considered Program Income to the Grantee.

7. **RECORDS REQUIREMENTS:**

- a. Records to be maintained -- At a minimum, the Subgrantee shall maintain financial and project documents and records which comply with the requirements of 24 CFR 92.508, 570.506, and 570.507, as applicable.
- b. Period of record retention -- In compliance with the requirements of 24 CFR 92.508(c) and 570.502(b), the Subgrantee shall retain financial and project documents and records pertaining to this Agreement for a period of four (4) or five (5) years, as applicable, or the conclusion of any legal or administrative process requiring their use, whichever is later.
- c. Access to records -- The Grantee and other entities shall have access to financial and project documents and records pertaining to this Agreement in compliance with the applicable requirements of 24 CFR 84.53 and 92.508(d).

8. **REPORTING REQUIREMENTS:**

- a. By the 7th working day following the end of each month, the Subgrantee shall report on the progress of activities covered by this Agreement, in a format acceptable to the Grantee's Department of Management and Budget. Such monthly reports shall include, but not be limited to, the following:
 - (1) A narrative section summarizing progress to-date on the Project, including affirmative marketing activities, and describing, with supporting documents, as appropriate, any HOME matching funds to be contributed by the Subgrantee;
 - (2) Certifications regarding debarment and suspension of contractors, as described in section 11.j. ;
 - (3) A list of monthly gross program income receipts from all sources;
 - (4) A list of any real or non-expendable personal property, including equipment, purchased with CDBG and/or HOME funds;
 - (5) A table providing data on each housing unit and eligible household assisted (see Attachment B for

minimum data elements to be reported); and

(6) A table providing demographic data on the households assisted (see Attachment C for the Grantee's standard format)

b. The Subgrantee agrees to submit any other reports or documentation as requested by the Grantee concerning activities covered under this agreement.

9. **MONITORING:**

The Subgrantee shall monitor the progress of the Project covered by this Agreement, and shall submit appropriate reports to the Grantee's Department of Management and Budget. In addition, it is the Grantee's intention to monitor the Subgrantee's performance and financial and programmatic compliance, which may include on-site reviews, at least once during the period of this Agreement.

10. **ANNUAL AUDIT:**

As an entity receiving more than \$300,000 in federal funding from the Grantee, the Subgrantee shall provide for an annual independent audit of the CDBG/HOME expenditures under this Agreement that complies with OMB Circular A-133. Within 30 days following its completion, two (2) copies of the audit will be provided to the Grantee's Department of Management and Budget.

11. **OTHER PROGRAM/PROJECT REQUIREMENTS:**

In addition to other requirements set forth herein, the Subgrantee shall likewise comply with the applicable provisions of Subparts F and H of 24 CFR part 92 and Subpart K of 24 CFR 570, in accordance with the type of project assisted. Such other requirements include, but are not necessarily limited to, the following.

- a. Maximum per-unit subsidy amount and subsidy layering -- The total amount of HOME funds invested shall not exceed \$80,061 for a zero-bedroom unit, \$91,773 for a one-bedroom unit, \$111,597 for a two-bedroom unit, \$144,367 for a three-bedroom unit, and \$158,470 for a unit with four or more bedrooms. Further, in accordance with 24 CFR 92.250, HOME funds invested in combination with other governmental assistance shall not exceed the amount necessary to provide affordable housing.
- b. Property standards and lead-based paint -- All housing assisted with HOME funds under this agreement must, upon project completion, meet the property standards of 24 CFR 92.251. Those assisted with HOME and/or CDBG funds shall meet the Statewide Building Code. All properties assisted with HOME and/or CDBG funds shall meet the lead-based paint requirements in 24 CFR 92.355 and/or 570.608, respectively. In accordance with regulations, the Subgrantee shall adhere to lead-based paint abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
- c. Affirmative Marketing and Affirmatively Furthering Fair Housing -- In accordance with 24 CFR 92.351 and 570.601 and the Grantee's Affirmative Marketing Procedures, the Subgrantee shall provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, familial status or disability. The

Subgrantee will describe its affirmative marketing activities as part of the monthly reporting requirements described in section 8.

- d. Section 109 -- In accordance with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d)), no person in the United States shall on grounds of race, color, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds available under this Agreement. (See also Attachment C.)
- e. Conditions for religious organizations -- The Subgrantee shall not grant or loan any HOME or CDBG funds to primarily religious organizations for any activity including secular activities. In addition, funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. In particular, there shall be no religious or membership criteria for tenants or buyers of any HOME- or CDBG-assisted properties.
- f. Labor standards -- As presently structured, the programs included under this Agreement are not considered subject to federal Labor Standards, including prevailing (Davis-Bacon) wage rates for non-volunteer labor. Such standards will become applicable in the event CDBG or HOME funds are used for infrastructure improvements. Such standards will also become applicable for any single project in which more than 7 housing units are assisted with CDBG funds or more than 12 units are assisted with HOME funds or more than 7 units are assisted with a combination of CDBG and HOME funds.
- g. Environmental standards -- In accordance with 24 CFR 85.36, 92.352 and 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements include, but are not necessarily limited to, historic significance, floodplain, clean air and hazardous sites. The Grantee has performed the tiered review necessary to initiate the preliminary program activities; however, no CDBG funds may be expended for a given property prior to the Subgrantee's completing its individual property review, any required remedial actions and required Subgrantee environmental checklist, which must include all compliance categories specified by HUD and the Grantee. Where acquisition of property is authorized, the Subgrantee will conduct, directly or through qualified entities, at minimum an "environmental transaction screen," which consists of a review of the property's history and a site visit to determine the condition of the property. All property acquisitions shall be contingent upon satisfactory results of the screen, and, where dictated by the screen, further environmental phases. All specifications for proposed housing rehabilitation under this Agreement shall be submitted to the Grantee's Department of Management and Budget for review as to compliance with Section 106 of the National Historic Preservation Act. These specifications shall also be reviewed by the Grantee's Environmental Administrator to determine whether the potential for disturbing lead and other hazardous materials, such as asbestos, has been adequately taken into account. The Subgrantee agrees to adjust work specifications or activities in such manner as may be requested by the Grantee to ensure compliance with environmental requirements. The results of the historic and other environmental review activities shall be reflected in the Subgrantee's environmental checklist for the unit and/or project site(s).
- h. Displacement and relocation -- In accordance with 24 CFR 92.353 and 570.606, the Subgrantee shall take all reasonable steps to minimize displacement as a result of the activities described in section 1. Furthermore, section 1 of this Agreement prohibits acquisition of any property that is occupied or would be occupied by legal tenants after the initial acquisition contact with the owner.

Notwithstanding this prohibition, any persons displaced as a result of the activities under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

- i. Employment and contracting opportunities -- In accordance with 24 CFR 92.350 and 570.607, the activities under this Agreement are subject to the requirements of Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. The former prohibits discrimination on federally-assisted construction contracts and requires contractors to take affirmative action regarding employment actions. The latter provides that, to the greatest extent feasible and consistent with federal, state and local laws, employment and other economic opportunities arising housing rehabilitation, housing construction and public construction projects shall be given to low- and very-low-income persons. (See also Attachment C.)
- j. Debarment and suspension -- In accordance with 24 CFR 24, the Subgrantee shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subgrantee will consult appropriate references, including, but not limited to, the Excluded Parties Listing Service website at <http://epls.arnet.gov>, to ascertain the status of any third parties prior to engaging their services. The Subgrantee will submit to the Grantee's Department of Management and Budget the names of contractors and subcontractors selected under this Agreement, including a certification by the Subgrantee that it has determined that none of these entities are presently debarred, suspended, or ineligible.
- k. Uniform administrative requirements -- The Subgrantee shall comply with the requirements and standards set forth in 24 CFR 92.505 and 570.502, and all applicable CDBG, HOME and other federal regulations pertaining to the activities performed under this Agreement.
- l. Conflict of interest -- In accordance with 24 CFR 92.356 and 570.611, no covered individual who exercises any functions or responsibilities with respect to the program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subgrantee shall incorporate, or cause to be incorporated, in any contracts or subcontracts pursuant to this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

12. **EQUAL EMPLOYMENT OPPORTUNITY:**

Non-Discrimination: During the performance of this Agreement, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subgrantee. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, will state that such Subgrantee is an equal opportunity employer.

- c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Subgrantee will include the provisions of the foregoing subsections (a), (b) and (c) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

13. **DRUG-FREE WORKPLACE:**

The Subgrantee will: (i) provide a drug-free workplace for the Subgrantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that the Subgrantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this contract.

14. **FAITH-BASED ORGANIZATIONS:**

Pursuant to '2.2-4343.1 of the Code of Virginia (1950), as amended, the City of Roanoke does not discriminate against faith-based organizations.

15. **THIRD-PARTY CONTRACTS:**

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

16. **INDEMNITY:**

Each party hereto agrees to indemnify and hold harmless the other, its officers, agents and employees, from any and all claims, legal actions and judgments and expenses resulting therefrom, arising out of each party's intentional or negligent acts or omissions with respect to the duties, rights and privileges granted in or arising under this Agreement. In the event that the parties are jointly or concurrently negligent, each party shall indemnify and hold harmless the other party to the extent of its own negligence.

17. **INDEPENDENT CONTRACTOR:**

Services performed under this agreement shall be performed on an independent contractor basis and under no circumstances shall this Agreement be construed as establishing an employee/employer relationship. The Subgrantee shall be completely responsible for its activities in performing services hereunder.

18. **SUCCESSORS:**

This Agreement shall be binding upon each of the parties, and their assigns, purchasers, trustees, and

successors.

19. **ENTIRE AGREEMENT**

This Agreement, including all of its Attachments, represents the entire agreement between the parties and shall not be modified, amended, altered or changed, except by written agreement executed by the parties.

20. **AMENDMENTS:**

The Grantee may, from time to time, require changes in the obligations of the Subgrantee hereunder, or its City Council may appropriate further funds for the implementation of this HOME rehabilitation project. In such event or events, such changes which are mutually agreed upon by and between the Grantee and the Subgrantee shall be incorporated by written amendment to this Agreement.

21. **GOVERNING LAW:**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

22. **AVAILABILITY OF FUNDS:**

CDBG and HOME funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

23. **ANTI-LOBBYING:**

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. **NOTICE:**

Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To the Grantee:

Darlene L. Burcham, City Manager
Room 364, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011

To the Subgrantee:

Roanoke Redevelopment and Housing Authority
2624 Salem Turnpike, NW
Roanoke, VA 24017

Notice shall be deemed to have been given, if delivered personally, upon delivery, and if mailed, upon the third business day after the mailing thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

By _____
Mary F. Parker, City Clerk

By _____
Darlene L. Burcham, City Manager

WITNESS:

FOR THE SUBGRANTEE:

By _____
Sue Marie Worline, Executive Assistant

By _____
John P Baker, Executive Director

APPROVED AS TO CDBG/HOME ELIGIBILITY

APPROVED AS TO FORM

Department of Management and Budget

Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND FUNDS REQUIRED
FOR THIS CONTRACT CERTIFIED

Assistant City Attorney

Director of Finance

Date _____

Account # _____ (See Attachment A) _____

Attachments

Attachment A -- Financial Accounts

Attachment B -- Housing/Beneficiary Reporting Elements

Attachment C -- Housing/Beneficiary Demographics Report

Attachment D -- Special Federal Terms and Conditions

Attachment A**2004/2005 Park Street Square CDBG and HOME Agreement
Financial Accounts**

Account #	Description	Project	Support	Admin	Total
<u>CDBG Funds:</u>					
035-G04-0420-5428	Park Street Square	200,000			200,000
035-G05-0520-5428	Park Street Square	250,000			250,000
	Subtotal	450,000	0	0	450,000
<u>HOME Funds:</u>					
035-090-5312-5428	Park Street Square	241,388			241,388
035-090-5325-5428	Park Street Square	8,612			8,612
	Subtotal	250,000	0	0	250,000
	Total CDBG and HOME	702,000	0	0	700,000

Housing/Beneficiary Reporting Elements

On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee summarizing progress on the project to-date. Accompanying the narrative, the Subgrantee shall submit data in a table or spreadsheet format that is needed in order that the Grantee may complete its required reports to the U.S. Department of Housing and Urban Development. The data provided by the Subgrantee shall include:

- Property
 - Address
 - Number of bedrooms
 - Status (pending, under construction, completed or sold)
- Homeowner/Homebuyer
 - Name
 - Total Family Income (projected for 12 months following determination)
 - Number in family
 - Whether head of household is disabled
- Estimated total hard (incl. acquisition costs, if any) and soft costs to produce the unit
 - CDBG funds committed to property
 - HOME funds committed to property
 - HOME/CHDO funds committed to property
- Prime Contractor Name
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Prime
 - HOME funds committed to Prime
 - HOME/CHDO committed to Prime
- Subcontractor Name (Provide separate data for each subcontractor)
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Subcontractor
 - HOME funds committed to Subcontractor
 - HOME/CHDO committed to Subcontractor
- Unit Sale Data (if property is for homeownership)
 - Sales Price of Unit (excluding settlement charges)
 - Closing Date
- After-Rehab Value (if owner-occupied rehabilitation activity)

Housing/Beneficiary Demographics Report

Also accompanying the monthly narrative report and the reporting elements given in Attachment A, the Subgrantee shall provide the demographics report in the format provided below.

Program / Activity Name		Reporting Period	
1	Counts by: ___ Households or ___ Persons? (Check the one that applies.)		
2	# of New Participants this Period (if applicable):	_____	
3	TOTAL # BENEFITING FROM ACTIVITY: (Beginning 07/01/04 - Ending 06/30/05)	_____ (cumulative to date)	
4	RACIAL INFORMATION (cumulative to date)	# TOTAL	# HISPANIC
	White: _____	_____	_____
	Black/African American: _____	_____	_____
	Asian: _____	_____	_____
	American Indian / Alaskan Native: _____	_____	_____
	Native Hawaiian / Other Pacific Islander: _____	_____	_____
	American Indian / Alaskan Native & White: _____	_____	_____
	Asian & White: _____	_____	_____
	Black/African American & White: _____	_____	_____
	Am. Indian/Alaskan Native & Black/African Am.: _____	_____	_____
	Other Multi-Racial: _____	_____	_____
	TOTAL: _____	_____	_____
5	# - FEMALE HEAD OF HOUSEHOLD:	_____ (cumulative to date)	
6	INCOME INFORMATION (cumulative to date)	# TOTAL	
	< 80% of Median (Low Income Limit) _____	_____	
	< 50% of Median (Very Low Income) _____	_____	
	< 30% of Median _____	_____	
	TOTAL: _____	_____	
Prepared by: _____		Date Prepared: _____	
Revised 03/05/2004			

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SPECIAL TERMS AND CONDITIONS
(Agreements \$10,000 or Over)

1. **"Section 3" Compliance -- Provision of Training, Employment and Business Opportunities:**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Subgrantee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Subgrantee will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure

to fulfill these requirements shall subject the applicant or recipient, its Subgrantees and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. **Equal Employment Opportunity: Contracts subject to Executive Order 11246, as amended:** Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD-assisted construction contracts.

The Subgrantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: "During the performance of this contract, the Subgrantee agrees as follows:

- A. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible

for further Government contracts or Federally-assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Subgrantee will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States."

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Subgrantees and contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subgrantee debarred from, or who has not demonstrated eligibility for Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subgrantees and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the cause to the Department of Justice for appropriate legal proceedings.

3. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis or race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the Subgrantee and the United States are beneficiaries of and entitled to enforce such covenant. The Subgrantee, in undertaking its obligation in carrying out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504 and Americans with Disabilities Act:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federal assisted program.

5. **Obligations of Subgrantee with Respect to Certain Third-party Relationships:** The Subgrantee shall remain fully obligated under the provisions of the Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant shall comply with all lawful requirements of the Applicant necessary to insure that the program, with respect to which assistance is being provided under this Agreement to the Subgrantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.

6. **Interest of Certain Federal Officials:** No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

7. **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval or applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

8. **"Section 109":** This Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

9. **Access to Records and Site of Employment:** This agreement is subject to the requirements of Executive Order 11246, Executive Order 1375, Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as may be relevant to the matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the Subgrantee. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights Act of 1964 (as amended) and in furtherance of the purpose of the Order and that Act.

10. **Legal Remedies for Contract Violation:** If the Subgrantee materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following action, as appropriate in the circumstances:
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee,
 - 2) Disallow all or part of the cost of the activity or action not in compliance,
 - 3) Wholly or partly suspend or terminate the current Agreement, or
 - 4) Take other remedies that may be legally available.

IN THE COUNCIL FOR THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the appropriate City officials to execute the 2004-2005 Community Development Block Grant and Home Investment Partnership Program Agreement with the Roanoke Redevelopment and Housing Authority to provide access by the Roanoke Redevelopment and Housing Authority to funds for the "Park Street Square" project, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager or Assistant City Manager, and the City Clerk, are hereby authorized to execute and attest, respectively, on behalf of the City, the 2004-2005 Community Development Block Grant and Home Investment Partnership Program Agreement with the Roanoke Redevelopment and Housing Authority to provide access by the Roanoke Redevelopment and Housing Authority to funds for the "Park Street Square" project, and any additional necessary documents related to such Agreement, such documents to be approved as to form by the City Attorney, as more particularly set out in the City Manager's letter dated May 2, 2005, to City Council.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor C. Nelson Harris and Members of City Council,

**Subject: Funding for Western Virginia
Workforce Development Board Work-
Force Investment Act (WIA) Governor's
Career Readiness Certificate.**

Background:

The City of Roanoke is the grant recipient for Workforce Investment Act (WIA) funding, thus, City Council must appropriate the funding for all grants and other monies received in order for the Western Virginia Workforce Development Board to administer WIA programs. The Western Virginia Workforce Development Board administers the federally funded Workforce Investment Act (WIA) for Area 3, which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Roanoke, and Salem.

WIA funding is for four primary client populations:

- *Dislocated workers who have been laid off from employment through no fault of their own;**
- *Economically disadvantaged individuals as determined by household income guidelines defined by the U.S. Department of Labor;**
- *Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults; and**
- *Businesses in need of employment and job training services.**

Honorable Mayor and Members of City Council
May 2, 2005
Page 2

The Western Virginia Workforce Development Board has received a Memo of Understanding (MOU), from the Virginia Employment Commission, allocating \$2,500 for institutionalization of the Governor's Career Readiness Certificate.

Considerations:

*Program Operations - 50 local residents will have the opportunity to take the Career Readiness Certificate assessment free of charge.

*Funding - Funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

Recommendations:

Authorize the City Manager to execute the Memorandum of Understanding between the Virginia Employment Commission, City of Roanoke, and Western Virginia Workforce Development Board required to accept these funds.

Accept the Western Virginia Workforce Development Board Workforce Investment Act funding of \$2,500 for Institutionalization of the Governor's Career Readiness Certificate. Establish a revenue and expenditure budget in accounts to be established by the Director of Finance in the Grant Fund.

Respectfully submitted,



Darlene L. Burcham
City Manager

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin, Director of Human Services
Rolanda B. Russell, Assistant City Manager for Community Development

CM05-00047

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Western Virginia WORKFORCE INVESTMENT BOARD,
Roanoke City
AND THE
VIRGINIA EMPLOYMENT COMMISSION

This agreement is entered into by and between the Virginia Employment Commission, herein referred to as the VEC, the Western Virginia Local Workforce Investment Board, herein referred to as the LWIB, and Roanoke City. The agreement applies to funds that are allotted by the VEC to the Roanoke City for use by the Western Virginia LWIB as specified in this MOU. This agreement is effective April 1, 2005 and expires September 30, 2005.

1. Program Purpose: LWIB Institutionalization of the Governor's Career Readiness Certificate

On October 19, 2004, Governor Warner kicked-off the Career Readiness Certificate (CRC) as part of his "**Education for a Lifetime**" campaign, which seeks to advance the skills of Virginia's workforce. Virginia's Career Readiness Certificate assists employers by certifying that a recipient possesses core skills in applied math, reading for information, and locating information—skills that are required by more than 85% of all jobs in the country.

In order for LWIBs to increase CRC attainment by career seekers, the VEC shall make available to all LWIBs CRC Attainment Grants. LWIBs choosing to receive a grant agree to the following grant requirements:

1. The LWIB must have a signed CRC MOU with a community college serving its Local Workforce Investment Area.
2. The LWIB must work with One-Stop Career Center Partners to ensure that at least 50 career seekers receive a CRC, using the CRC grant funds.

In order to receive funding for this program, a signed MOU must be returned to the VEC no later than April 29, 2005. Any area that does not return the signed MOU by this date shall be considered non-participating. The funds that would have been available to non-participating areas shall be reallocated equally to all participating areas. Any additional funding to participating areas shall also require that the equivalent amount of career seekers receive a CRC. (It is estimated that the per-participant amount is \$50, so each increase of \$50 will require one additional career seeker to receive a CRC).

All LWIBs who meet the CRC Attainment Grant requirements will be eligible to receive paid training for one (1) one-stop career center staff member to be certified as a Career Development Facilitator.

2. Funding and Reporting

LWIB institutionalizing of the Career Readiness Certificate will be funded from the 15% Governor's statewide activities funding under WIA. For the period from April 1, 2005 through September 30, 2005, available funding from WIA for Roanoke City and the Western Virginia Workforce Investment Board will be in the amount of \$2,500, unless additional funding is awarded as specified above.

The Western Virginia LWIB shall submit written verification to the VEC at the end of the contract term verifying the number of CRCs issued through this grant funding and any unused funds shall be recaptured by the VEC and returned to the Governor's 15% Statewide Activity Fund.

The VEC will reimburse the entity authorized by Roanoke City monthly for expenditures upon written request in a format mutually agreed upon. Roanoke City may not claim costs that have been otherwise claimed or reimbursed under any other federal reimbursement process.

The VEC is responsible for reporting WIA activities to the USDOL. Roanoke City and the Western Virginia LWIB will provide the VEC with information required to prepare such reports in a timely manner upon request by the VEC.

3. Compliance:

The Western Virginia LWIB, Roanoke City and the VEC each acknowledge that it is familiar with applicable federal and Commonwealth of Virginia laws, rules, regulations, policies, procedures, and reporting requirements and will abide by them. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces. Reference is made, but not limited to, Sec. 181 – "Requirements and Restrictions," and Sec. 188 – "Nondiscrimination," of the WIA.

Roanoke City and the Western Virginia LWIB will use funding only for allowable purposes as specified in this MOU. Roanoke City assumes full responsibility for any financial obligations resulting from disallowances by the federal government of federal reimbursements received by and attributable to LWIB expenditures unless such disallowances result from the failure of the VEC to properly submit claims. Such liability shall be consistent with the terms of the Chief Local Elected Officials Consortium Agreement that is in place in the local workforce area for purposes of otherwise administering WIA funds.

4. Records:

Roanoke City and the Western Virginia LWIB are responsible for retaining adequate records supporting program activities and transactions for at least five years following the close of the applicable fiscal year or until any audit questions are resolved, whichever is later.

Roanoke City and the Western Virginia LWIB will make its records available to the VEC upon request at any time during the retention period. Records will be available for audit if requested

by the VEC, the Commonwealth of Virginia, the DOL, or the U.S. Government Accounting Office. Roanoke City and the Western Virginia LWIB will cooperate with any such audit and will take appropriate corrective action.

5. Remedies:

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU will remain in effect until renegotiated or rewritten.

Failure to abide by this agreement is basis for termination by the other party. Both parties agree to attempt to resolve any disputes through arbitration moderated by the Commonwealth of Virginia.

In witness whereof, the parties hereby execute this Memorandum of Understanding this ____ day of _____, 2005.

Virginia Employment Commission

By: _____ Date: _____

Dolores A. Esser, Commissioner

Roanoke City

By: _____ Date: _____

_____(Title)

Western Virginia Local Workforce Investment Board

By: _____ Date: _____

Chairman

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Workforce Investment Act Grant for the Governor's Career Readiness Certificate, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Contractual Services

035-633-2318-8057 \$ 2,500

Revenues

WIA Governor's Career Readiness Certificate FY05

035-633-2318-2318 2,500

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

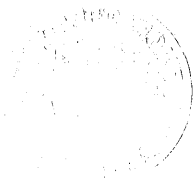
A RESOLUTION accepting the Western Virginia Workforce Development Board Workforce Investment Act funding of \$2,500 in connection with the implementation of the Governor's Career Readiness Certification Program and authorizing the City Manager to execute the Memorandum of Understanding among the Virginia Employment Commission, City of Roanoke and Western Virginia Workforce Development Board required accepting the funding.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The Western Virginia Workforce Development Board Workforce Investment Act funding of \$2,500 is hereby ACCEPTED.
2. The City Manager is authorized to execute, and the City Clerk is authorized to attest, the Memorandum of Understanding among the Virginia Employment Commission, City of Roanoke and Western Virginia Workforce Development Board required to accept the funding of \$2,500 in connection with the implementation of the Governor's Career Readiness Certification Program, and any and all understandings, assurances and documents relating thereto, in such form as is approved by the City Attorney, as more particularly set out in the City Manager's letter dated May 2, 2005, to City Council.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor C. Nelson Harris and Members of City Council,

**Subject: Funding for Western Virginia
Workforce Development Board Work-
Force Investment Act (WIA) Programs**

Background:

The City of Roanoke is the grant recipient for Workforce Investment Act (WIA) funding, thus, City Council must appropriate the funding for all grants and other monies received in order for the Western Virginia Workforce Development Board to administer WIA programs. The Western Virginia Workforce Development Board administers the federally funded Workforce Investment Act (WIA) for Area 3, which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Roanoke, and Salem.

WIA funding is for four primary client populations:

- *Dislocated workers who have been laid off from employment through no fault of their own;
- *Economically disadvantaged individuals as determined by household income guidelines defined by the U.S. Department of Labor;
- *Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults; and
- *Businesses in need of employment and job training services.

Honorable Mayor and Members of City Council
May 2, 2005
Page 2

The Western Virginia Workforce Development Board requested that the Virginia Employment Commission transfer allocation of \$100,000, of Program Year 2003 Dislocated Worker Funds, to Program Year 2003 Adult Program Funds due to surplus funding, in the Dislocated Worker Program, and the higher-than-anticipated level of need in the Adult Program. The Western Virginia Workforce Development Board has received a Notice of Obligation (NOO), from the Virginia Employment Commission, transferring the \$100,000 from the Dislocated Worker Program to the Adult Program for Program Year 2003 (July 1, 2003 - June 30, 2005).

Considerations:

*Program Operations - Existing activities will continue and planned programs will be implemented.

*Funding - Funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

Recommendations:

Accept the Western Virginia Workforce Development Board Workforce Investment Act funding transfer of \$100,000, for Program Year 2003. Adopt the accompanying budget ordinance to transfer funding from Dislocated Worker Program (035-633-2305-8057) to the Adult Program (035-633-2302-8057).

Respectfully submitted,



Darlene L. Bucham
City Manager

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin, Director of Human Services
Rolanda B. Russell, Assistant City Manager for Community Development

#CM05-00046

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to transfer Workforce Investment Act Grant funding from the Dislocated Worker Program to the Adult Program, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Contractual Services	035-633-2302-8057	\$ 100,000
Contractual Services	035-633-2305-8057	(100,000)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461

P.O. Box 1220

Roanoke, Virginia 24006-1220

Telephone: (540) 853-2821

Fax: (540) 853-6142

JESSE A. HALL

Director of Finance

email: jesse_hall@ci.roanoke.va.us

ANN H. SHAWVER

Deputy Director

email: ann_shawver@ci.roanoke.va.us

May 2, 2005

Honorable C. Nelson Harris, Mayor
 Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
 Honorable M. Rupert Cutler, Council Member
 Honorable Alfred T. Dowe, Jr., Council Member
 Honorable Sherman P. Lea, Council Member
 Honorable Brenda L. McDaniel, Council Member
 Honorable Brian J. Wishneff Council Member

Dear Mayor Harris and Members of City Council:

Subject: March Financial Report

The following narrative provides commentary on the significant trends and budget variances of the first three quarters of fiscal year 2005.

Revenues

Revenues through March FY05 increased 6.68% compared to FY04. The overall growth in FY05 is led by strong performance of the real estate tax and growth in Social Services reimbursements which corresponds with increased expenditures. Approximately 1% of the FY05 growth results from changes in accounting for charges to the Schools which are further described below. Categories with significant variances from the prior year are discussed as follows.

General Property Taxes increased 8.87% in fiscal year 2005 mainly due to an increase in collections of current year real estate tax. The revenue increase of just over 8% is consistent with growth in assessments and new construction which is in excess of the expected level. The second installment of this tax was due April 5th. Delinquent real estate revenues have also grown due to continued collection efforts. The personal property tax is due May 31st, and assessments by the Commissioner of the Revenue indicate growth in this revenue for FY05.

Other Local Taxes have risen 3.19% in fiscal year 2005 through March. Revenues from the Business, Professional and Occupational License (BPOL) tax, which was due March 1st, have increased approximately 2% compared to FY05 and are slightly in excess of the estimate. The sales tax is up 1.2% compared to the prior year when both years are adjusted to exclude non-recurring collections of prior period sales taxes. The cellular phone utility tax has increased in the current year, in part due to collections of prior year unpaid amounts of \$68,000. Conversely, the telephone utility tax has declined along with decreased consumer use of land lines which has taken place as the cellular industry has continued to expand. The local share of the recordation tax has grown due to an increase in the tax rate which became effective September 1, 2004. The E-911 tax also grew as a result of an increase in its rate from \$1.45 to \$2.00 which became effective November 1, 2003. The prepared food and beverage tax has increased 4.2% since FY04, while the transient room tax has grown .4%.

Permits, Fees and Licenses increased 17.78% since FY04 as a result of an increase in building inspection fees and excavation permits. Building inspection fees increased as a result of several large building

permits including those for the Patrick Henry High School and Water Pollution Control Plant projects. Excavation permit fees increased in FY05, as these fees are being charged to the Water Authority whereas they were not charged when Water and Sewer Funds were components of the City. Some of this growth is also attributable to Security and Fire Alarm Registration fees which were implemented approximately one year ago.

Grants-in-Aid Commonwealth increased 8.27% due to increased revenues for social services and other state-funded programs. In FY05, CSA (Comprehensive Services Act) revenues have increased, correlating with expenditure increases related to the program. Revenues to fund foster care, day care and administrative costs of Social Services have also increased based upon expenditures of the programs. Funding of our Constitutional offices increased 4% in the current year as compared to last year. E911 Wireless revenues have increased to fund additional staff positions. Street maintenance funding has increased 3%, as expected based on the State allocation. HB599 revenues are up approximately 9% which is consistent with expected growth in this revenue, also in accordance with the State allocation. Conversely, the ABC tax has declined compared to the prior year, again in accordance with the State allocation.

Grants-in-Aid Federal decreased significantly compared to FY04 when reimbursements were received from FEMA related to flooding in February 2003.

Miscellaneous Revenue increased 74.29% in the current year due to an increase in donations, flood insurance proceeds, and other nonrecurring revenues.

Internal Services increased 33.97% due to a change in accounting between FY04 and FY05 for School Comprehensive Services Act (CSA) and School Resource Officer billings. In prior years, the school share of CSA costs were deducted from the transfer to schools. The School Resource Officers were previously direct expenses of the schools. The resource officers are now accounted for in the City's Police Department and are billed by the General Fund to the Schools. Offsetting these increases are decreased internal charges in FY05 which resulted from the formation of the Western Virginia Water Authority.

Expenditures

The FY05 expenditure budget includes funding of nearly \$1.8 million to cover contracts and purchase orders made during FY04 but not paid by the end of that year. City Council approved re-appropriation of this funding when adopting the General Fund budget in May.

General Fund expenditures increased 1.72%. This relatively small increase is affected by the fact that there has been one fewer payroll on a year to date basis in fiscal year 2005 as compared to fiscal year 2004. All departments are also affected by the fact that City employees received an average pay raise of 3.0% on July 1, 2004. Other than these items which affect most categories of expenditures, variances between FY04 and FY05 are addressed as follows.

General Government expenditures declined 6.37% in FY05. Billings and Collections expenditures declined when the department's utility billing functions were transferred to the Water Authority July 1, 2004. There is a corresponding decline in revenues for these services which were previously paid by the Water and Water Pollution Control Funds.

Health and Welfare expenditures increased 9.42% despite the reduction in payroll costs on a year to date basis because CSA (Comprehensive Services Act) expenditures have risen. The CSA program has been a continually rising cost of the City due to the increasing number of children being served and some of the costly facilities at which services are provided. Other Social Services expenditures also increased from FY04 to FY05, mainly as a result of increased expenditures for foster care, special needs

adoption and daycare services. These expenditure increases impact the revenue growth in the Grants-in-Aid Commonwealth category as previously described.

Parks, Recreation and Cultural expenditures declined 5.52% mainly as the result of the difference in payrolls mentioned above.

The Transfer to Debt Service Fund has increased 7.15% in the current year primarily due to the lease payment on the human services building which began in January 2004.

The Transfer to School Fund increased as budgeted and is also impacted by the aforementioned change in accounting from FY04 to FY05 related to School CSA costs.

The Transfer to School Capital Projects Fund in FY04 resulted from an appropriation of fund balance relative to CMERP for school construction and renovation costs. There has been no similar transfer in FY05.

Nondepartmental expenditures decreased 24.21% due to a net decline in transfers to other funds of the City. Transfers vary from year to year based on transactions between the General Fund and other funds of the City. In FY04, a one-time transfer of approximately \$2.8 million was made from the General Fund to the Parking Fund for the retirement of the lease of the Century Station parking garage. Conversely, transfers to the Capital Projects and Department of Technology Funds increased as a result of increased funding of capital projects.

Sincerely,



Jesse A. Hall
Director of Finance

JAH:ca

Attachments

- c: Darlene L. Burcham, City Manager
- William M. Hackworth, City Attorney
- ✓ Mary F. Parker, City Clerk
- Sherman M. Stovall, Director of Management and Budget

CITY OF ROANOKE, VIRGINIA
SUMMARY OF CITY MANAGER TRANSFERS
AND AVAILABLE CONTINGENCY
MARCH 31, 2005

<u>Transfer Number</u>	<u>Date</u>	<u>Explanation</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
<u>General Fund:</u>					
CMT-929	08/03/04	Records Management Automation Program	Residual Fringe Benefits	Police Services	\$ 56,101
CMT-948	09/02/04	VISSTA	Residual Fringe Benefits	VISSTA	5,660
CMT-948	09/02/04	Electronic Transfer of Real Estate Deed Recordings	Residual Fringe Benefits	Commissioner of the Revenue	7,400
CMT-960	10/18/04	Phase I of City's Deer Management Program	Residual Fringe Benefits	Police Animal Control	64,440
CMT-974	11/22/04	Replace Security Van to Transport Inmates	Fleet Management- Capital Outlay	Jail	24,000
CMT-977	11/29/04	Professional Employee Search Fees	Contingency-General Fund	Human Resources	31,230
CMT-983	01/18/05	Funding for Program Specific Grant Funds	Contingency-General Fund	Police	20,442
CMT-985	01/18/05	Vehicle Replacement	Jail	Fleet Management- Capital Outlay	38,180
CMT-988	01/21/05	Employee Tuition Assistance and Employee Gift Certificate Recognition Programs	Contingency-General Fund	Human Resources	20,000
CMT-999	02/02/05	Courtroom Chairs	Residual Fringe Benefits	Juvenile and Domestic Relations Court Clerk	24,685
CMT-1005	02/15/05	Transfer of Employee to Solid Waste Management	Citizen Service Center	Solid Waste Management - Refuse/ Recycling	21,529
Total General Fund					<u>\$ 313,667</u>
<u>Fleet Management Fund:</u>					
CMT-974	11/22/04	Replace Security Van to Transport Inmates	Fleet Management- Capital Outlay	Jail	24,000
CMT-985	01/18/05	Vehicle Replacement	Jail	Fleet Management- Capital Outlay	38,180
Total Fleet Management Fund					<u>\$ 62,180</u>

CITY OF ROANOKE, VIRGINIA
SUMMARY OF CITY MANAGER TRANSFERS
AND AVAILABLE CONTINGENCY
MARCH 31, 2005
(CONTINUED)

<u>Transfer Number</u>	<u>Date</u>	<u>Explanation</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Available Contingency</u>					
Balance of Contingency at July 1, 2004					\$ 865,465
Contingency Transfers:					
CMT-930	08/04/04	Virginia Museum of Transportation	Contingency	Roanoke Arts Commission	(22,000)
CMT-955	09/17/04	Litigation Costs	Contingency	Economic Development	(55,000)
CMT-957	10/07/04	Low Cost Air Carrier Consulting	Contingency	Regional Competitiveness	(15,300)
CMT-964	11/01/04	Citizen Service Center	Contingency	Citizen Service Center	(24,958)
CMT-966	11/01/04	Bird Abatement Program	Contingency	Transportation- Streets & Traffic	(10,000)
CMT-968	11/10/04	Sublease Amendment at Jefferson Center	Contingency	Fire- Operations	(12,019)
CMT-968	11/10/04	Sublease Amendment at Jefferson Center	Contingency	Police- Training	(12,985)
CMT-971	11/22/04	Low Cost Air Carrier Consulting	Contingency	Regional Competitiveness	(1,800)
CMT-994	01/25/05	Branding Initiative	Contingency	Marketing Identity	(17,700)
CMT-1004	02/14/05	Snow Removal	Contingency	Transportation - Snow Removal	(58,010)
CMT-1011	03/05/05	Additional External Auditor Fees	Contingency	Municipal Auditing	(10,000)
CMT-1012	03/17/05	Contract Extension for Grant Writing Services	Contingency	Grant Writing Services	(48,000)
CMT-1022	04/06/05	Public Works Picnic	Contingency	Transportation - Engineering	(2,000)
Contingency Increases/(Appropriations) Through Budget Ordinances:					
BO36974-01	03/04/05	Snow Removal	Contingency	Transportation - Snow Removal	(130,000)
Available Contingency at March 31, 2005					<u>\$ 445,693</u>

Notes:

Under City Code section 2-121, the City Manager has authority to make transfers up to \$75,000 between departments, and to make transfers of any amount within departments. The scope of this report is limited to interdepartment transfers that are \$10,000 or greater.

CITY OF ROANOKE, VIRGINIA
GENERAL FUND

STATEMENT OF REVENUE

Revenue Source	Year to Date for the Period			Current Fiscal Year	
	July 1 - March 31 2003-2004	July 1 - March 31 2004-2005	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received
General Property Taxes	\$ 47,379,700	\$ 51,584,383	8.87 %	\$ 87,491,000	58.96%
Other Local Taxes	42,193,178	43,537,089	3.19 %	62,631,000	69.51%
Permits, Fees and Licenses	762,386	897,923	17.78 %	1,112,000	80.75%
Fines and Forfeitures	1,050,293	1,069,834	1.86 %	1,321,000	80.99%
Revenue from Use of Money and Property	432,270	437,404	1.19 %	735,000	59.51%
Grants-in-Aid Commonwealth	28,248,183	30,583,557	8.27 %	47,990,014	63.73%
Grants-in-Aid Federal Government	130,731	19,385	-85.17 %	34,000	57.01%
Charges for Services	6,680,852	6,650,945	-0.45 %	8,115,000	81.96%
Miscellaneous Revenue	270,971	472,277	74.29 %	384,484	122.83%
Internal Services	1,430,768	1,916,851	33.97 %	2,730,000	70.21%
Total	\$ 128,579,332	\$ 137,169,648	6.68 %	\$ 212,543,498	64.54%

STATEMENT OF EXPENDITURES AND ENCUMBRANCES

Expenditures	Year to Date for the Period			Current Fiscal Year		
	July 1 - March 31 2003-2004	July 1 - March 31 2004-2005	Percentage of Change	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated
General Government	\$ 8,777,943	8,218,406	-6.37 %	\$ 3,525,293	\$ 11,743,699	69.98%
Judicial Administration	4,572,042	4,701,460	2.83 %	2,242,184	6,943,644	67.71%
Public Safety	38,462,913	39,240,665	2.02 %	13,195,848	52,436,513	74.83%
Public Works	17,191,645	17,499,870	1.79 %	5,164,578	22,664,448	77.21%
Health and Welfare	21,284,279	23,289,972	9.42 %	6,299,065	29,589,037	78.71%
Parks, Recreation and Cultural	6,557,547	6,195,505	-5.52 %	2,488,328	8,683,833	71.35%
Community Development	4,568,389	4,414,320	-3.37 %	1,355,450	5,769,770	76.51%
Transfer to Debt Service Fund	14,513,017	15,550,813	7.15 %	(40,143)	15,510,670	100.26%
Transfer to School Fund	36,667,085	39,352,905	7.32 %	12,972,481	52,325,386	75.21%
Transfer to School Capital Projects Fund	1,025,630	-	-100.00 %	-	-	0.00%
Nondepartmental	8,500,509	6,442,692	-24.21 %	4,102,630	10,545,322	61.10%
Total	\$ 162,120,999	164,906,608	1.72 %	\$ 51,305,714	\$ 216,212,322	76.27%

**CITY OF ROANOKE, VIRGINIA
SCHOOL FUND STATEMENT OF REVENUE**

Revenue Source	Year to Date for the Period			Current Fiscal Year	
	July 1 - March 31 2003-2004	July 1 - March 31 2004-2005	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received
State Sales Tax	\$ 5,443,246	\$ 6,372,084	17.06 %	\$ 10,995,555	57.95 %
Grants-in-Aid Commonwealth	31,594,314	36,827,237	16.56 %	51,526,081	71.47 %
Grants-in-Aid Federal Government	79,706	73,020	-8.39 %	120,899	60.40 %
Charges for Services	1,505,617	1,132,003	-24.81 %	2,611,116	43.35 %
Interest On Investments	29,744	(38,227) *	-228.52 %	90,000	-42.47 %
Transfer from General Fund	36,667,085	39,352,905	7.32 %	52,325,386	75.21 %
Total	\$ 75,319,712	\$ 83,719,022	11.15 %	\$ 117,669,037	71.15 %

* Interest on Investments is negative due to the level of cash flow which has resulted from the timing of certain state reimbursements.

SCHOOL FUND STATEMENT OF EXPENDITURES AND ENCUMBRANCES

Expenditures	Year to Date for the Period			Current Fiscal Year		
	July 1 - March 31 2003-2004	July 1 - March 31 2004-2005	Percentage of Change	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated
Instruction	\$ 56,432,040	\$ 63,596,975	12.70 %	\$ 23,393,876	\$ 86,990,851	73.11 %
General Support	2,931,809	3,788,540	29.22 %	1,034,923	4,823,463	78.54 %
Transportation	3,480,348	3,935,167	13.07 %	788,655	4,723,822	83.30 %
Operation and Maintenance of Plant	8,400,020	8,976,298	6.86 %	3,105,611	12,081,909	74.30 %
Facilities	3,340,864	1,847,841	-44.69 %	531,429	2,379,270	77.66 %
Other Uses of Funds	6,976,564	7,152,742	2.53 %	1,529,610	8,682,352	82.38 %
Total	\$ 81,561,645	\$ 89,297,563	9.48 %	\$ 30,384,104	\$ 119,681,667	74.61 %

**CITY OF ROANOKE, VIRGINIA
CIVIC FACILITIES FUND
COMPARATIVE INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2005**

	<u>FY 2005</u>	<u>FY 2004</u>
Operating Revenues		
Rentals	\$ 534,504	\$ 647,971
Event Expenses	161,604	177,924
Display Advertising	128,459	88,186
Admissions Tax	385,772	332,633
Electrical Fees	15,441	6,290
Novelty Fees	75,705	58,687
Facility Surcharge	251,896	340,823
Charge Card Fees	81,211	61,781
Commissions	59,444	58,054
Catering/Concessions	699,304	899,143
Other	15,786	8,720
Total Operating Revenues	<u>2,409,126</u>	<u>2,680,212</u>
Operating Expenses		
Personal Services	1,461,732	1,473,075
Operating Expenses	1,585,575	1,639,258
Depreciation	348,768	396,966
Total Operating Expenses	<u>3,396,075</u>	<u>3,509,299</u>
Operating Loss	<u>(986,949)</u>	<u>(829,087)</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	28,753	11,522
Flood Damage Reimbursements	42,000	23,453
Virginia Municipal League	-	11,865
Arena Ventures Contractual Penalties	122,970	117,505
Transfer from General Fund	499,483	477,565
Transfer from General Fund - Victory Stadium	102,277	113,728
Transfer from Capital Projects Fund	-	260,000
Transfer to Debt Service Fund	(66,219)	(62,194)
Interest and Fiscal Charges	(71,765)	-
Miscellaneous	4,981	100
Total Nonoperating Revenues	<u>662,480</u>	<u>953,544</u>
Net Income (Loss)	<u><u>\$ (324,469)</u></u>	<u><u>\$ 124,457</u></u>

**CITY OF ROANOKE, VIRGINIA
PARKING FUND
COMPARATIVE INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2005**

	<u>FY 2005</u>	<u>FY 2004</u>
Operating Revenues		
Century Station Garage	\$ 279,140	\$ 312,119
Williamson Road Garage	394,918	412,844
Gainsboro Surface	39,654	33,025
Norfolk Ave Surface	48,254	44,254
Market Square Garage	169,763	172,354
Church Ave Garage	472,541	429,170
Tower Garage	316,916	339,414
Williamson Road Surface Lot	64,862	61,439
Gainsboro Garage	78,533	73,308
Other Surface Lots	123,396	111,323
	<u>1,987,977</u>	<u>1,989,250</u>
Total Operating Revenues		
	<u>1,987,977</u>	<u>1,989,250</u>
Operating Expenses		
Operating Expenses	813,902	817,386
Depreciation	430,089	416,515
	<u>1,243,991</u>	<u>1,233,901</u>
Total Operating Expenses		
	<u>1,243,991</u>	<u>1,233,901</u>
Operating Income	<u>743,986</u>	<u>755,349</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	26,036	13,916
Transfer from General Fund (see note)	-	2,845,800
Transfer from Department of Technology Fund	-	78,000
Interest and Fiscal Charges	(241,910)	(275,197)
	<u>(215,874)</u>	<u>2,662,519</u>
Net Nonoperating Revenues (Expenses)		
	<u>(215,874)</u>	<u>2,662,519</u>
Net Income	<u><u>\$ 528,112</u></u>	<u><u>\$ 3,417,868</u></u>

Note: The Transfer from General Fund for FY 2004 was to redeem the Century Station Garage lease.

**CITY OF ROANOKE, VIRGINIA
MARKET BUILDING FUND
COMPARATIVE INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2005**

	<u>FY 2005</u>	<u>FY 2004</u>
Operating Revenues		
Retail Space Rental	\$ 179,364	\$ 196,395
Total Operating Revenues	<u>179,364</u>	<u>196,395</u>
Operating Expenses		
Operating Expense	233,678	341,460
Depreciation	<u>5,782</u>	<u>5,808</u>
Total Operating Expenses	<u>239,460</u>	<u>347,268</u>
Operating Loss	<u>(60,096)</u>	<u>(150,873)</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	(339)	1,829
Miscellaneous	<u>-</u>	<u>950</u>
Net Nonoperating Revenues (Expenses)	<u>(339)</u>	<u>2,779</u>
Net Loss	<u><u>\$ (60,435)</u></u>	<u><u>\$ (148,094)</u></u>

**CITY OF ROANOKE, VIRGINIA
CITY TREASURER'S OFFICE
GENERAL STATEMENT OF ACCOUNTABILITY
FOR THE MONTH ENDED MARCH 31, 2005**

TO THE DIRECTOR OF FINANCE:

GENERAL STATEMENT OF ACCOUNTABILITY OF THE CITY TREASURER OF THE CITY OF ROANOKE, VIRGINIA FOR THE FUNDS OF SAID CITY FOR THE MONTH ENDED MARCH 31, 2005.

FUND	BALANCE AT FEB 28, 2005	RECEIPTS	DISBURSEMENTS	BALANCE AT MAR 31, 2005	BALANCE AT MAR 31, 2004
GENERAL	(\$18,238,071.61)	\$32,829,087.39	\$21,228,054.22	(\$6,637,038.44)	(\$5,006,988.52)
WATER	420.00	0.00	0.00	420.00	4,639,236.78
WATER POLLUTION CONTROL	1,738.22	0.00	0.00	1,738.22	27,923,899.51
CIVIC FACILITIES	7,906,302.63	627,297.31	563,985.91	7,969,614.03	1,690,620.62
PARKING	3,268,563.95	262,233.50	165,061.71	3,365,735.74	913,323.87
CAPITAL PROJECTS	59,899,124.01	136,463.74	1,472,057.99	58,563,529.76	48,092,761.77
MARKET BUILDING OPERATIONS	(94,005.17)	31,411.95	26,588.40	(89,181.62)	160,529.36
CONFERENCE CENTER	4,037,154.16	2,556.34	7,902.20	4,031,808.30	3,765,589.51
DEBT SERVICE	16,772,406.64	190,100.20	2,149,123.46	14,813,383.38	13,089,970.60
DEPT OF TECHNOLOGY	3,739,379.10	113,935.88	551,444.50	3,301,870.48	3,849,138.89
FLEET MANAGEMENT	378,194.60	103,779.29	230,308.62	251,665.27	468,069.66
PAYROLL	(12,982,780.02)	18,688,443.24	18,728,641.84	(13,022,978.62)	(12,819,207.59)
RISK MANAGEMENT	11,712,654.58	764,098.97	758,731.72	11,718,021.83	12,154,915.13
PENSION	588,622.21	1,755,466.60	1,715,810.55	628,278.26	961,888.11
SCHOOL FUND	(3,046,571.82)	9,046,824.65	4,170,156.01	1,830,096.82	5,634,267.21
SCHOOL CAPITAL PROJECTS	23,353,594.57	4,526.17	3,153,012.10	20,205,108.64	7,565,210.59
SCHOOL FOOD SERVICE	(131,029.97)	637,320.44	324,906.78	181,383.69	477,335.34
FDETC	0.00	0.00	0.00	0.00	6,816.97
GRANT	1,256,726.46	226,701.89	691,530.91	791,897.44	1,255,042.09
TOTAL	\$98,422,422.54	\$65,420,247.56	\$55,937,316.92	\$107,905,353.18	\$114,822,419.90

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE STATEMENT OF MY ACCOUNTABILITY TO THE CITY OF ROANOKE, VIRGINIA, FOR THE FUNDS OF THE VARIOUS ACCOUNTS THEREOF FOR THE MONTH ENDED MARCH 31, 2005.
THAT SAID FOREGOING:

CASH

CASH IN HAND	\$15,183.89
CASH IN BANK	4,676,437.45


INVESTMENTS ACQUIRED FROM COMPETITIVE PROPOSALS:

COMMERCIAL HIGH PERFORMANCE MONEY MARKET	4,800,000.00
COMMERCIAL PAPER	4,208,459.44
LOCAL GOVERNMENT INVESTMENT POOL	2,966,226.32
MONEY MANAGEMENT ACCOUNT	10,611,446.83
U. S. AGENCIES	21,812,435.56
VIRGINIA AIM PROGRAM (U. S. SECURITIES)	23,812,888.36
VIRGINIA SNAP PROGRAM (U. S. SECURITIES)	35,002,275.33

TOTAL

\$107,905,353.18

APRIL 20, 2005


EVELYN W. POWERS, TREASURER

**CITY OF ROANOKE PENSION PLAN
STATEMENT OF CHANGES IN PLAN NET ASSETS
FOR THE NINE MONTHS ENDED MARCH 31, 2005**

	<u>FY 2005</u>	<u>FY 2004</u>
<u>Additions:</u>		
Employer Contributions	\$ 4,724,184	\$ 3,757,397
Investment Income		
Net Appreciation (Depreciation) in Fair Value of Investments	15,980,496	33,636,256
Interest and Dividend Income	2,376,271	1,920,302
Total Investment Income (Loss)	18,356,767	35,556,558
Less Investment Expense	262,139	270,384
Net Investment Income (Loss)	18,094,628	35,286,174
Total Additions (Deductions)	<u>\$ 22,818,812</u>	<u>\$ 39,043,571</u>
 <u>Deductions</u>		
Benefits Paid to Participants	\$ 15,111,752	\$ 13,525,402
Administrative Expenses	300,562	274,963
Total Deductions	15,412,314	13,800,365
 Net Increase (Decrease)	7,406,498	25,243,206
 Net Assets Held in Trust for Pension Benefits:		
Fund Balance July 1	306,925,352	283,983,057
Fund Balance March 31	<u>\$314,331,850</u>	<u>\$309,226,263</u>

**CITY OF ROANOKE PENSION PLAN
BALANCE SHEET
MARCH 31, 2005**

	<u>FY 2005</u>	<u>FY 2004</u>
<u>Assets</u>		
Cash	\$ 623,846	\$ 961,888
Investments, at Fair Value	315,403,402	309,799,574
Due from Other Funds	3,603	1,620
Other Assets	<u>6,531</u>	<u>6,150</u>
Total Assets	<u><u>\$ 316,037,382</u></u>	<u><u>\$ 310,769,232</u></u>
 <u>Liabilities and Fund Balance</u>		
Liabilities:		
Due to Other Funds	\$ 1,705,532	\$ 1,542,883
Accounts Payable	<u>-</u>	<u>86</u>
Total Liabilities	<u>1,705,532</u>	<u>1,542,969</u>
Fund Balance:		
Fund Balance, July 1	306,925,352	283,983,057
Net Gain (Loss) - Year to Date	<u>7,406,498</u>	<u>25,243,206</u>
Total Fund Balance	<u>314,331,850</u>	<u>309,226,263</u>
Total Liabilities and Fund Balance	<u><u>\$ 316,037,382</u></u>	<u><u>\$ 310,769,232</u></u>



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

May 2, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: First Amendment to Lease for
the Department of Economic
Development at 111 Franklin Road, Suite
200

Background:

The City of Roanoke currently leases from Crown Roanoke, LLC, 3,444.50 rentable square feet at 111 Franklin Road, Suite 200 for the Economic Development Department. The original lease was for a five year period beginning May 25, 2000 through May 31, 2005 at a rental rate of \$16.75 per square foot with a 3% annual increase. Resolution No. 34717-032000 approved the lease dated March 20, 2000. A five year term at \$16.00 per rentable square foot, with a 1.55% escalator was originally proposed. Funding for the lease is included in the Economic Development Department budget.

A three-year period, beginning June 1, 2005 through May 31, 2008 agreement has a rate of \$16.75 per rentable square foot with an increase of 1.55% each year thereafter. The annual rental, which will be paid in monthly installments, shall be as follows:

June 1, 2005 – May 31, 2006	\$57,695.38	\$4,807.95 per month
June 1, 2006 – May 31, 2007	\$58,556.50	\$4,879.71 per month
June 1, 2007 – May 31, 2008	\$59,417.63	\$4,951.47 per month

The amendment contains a provision where by the City acknowledges that Copty & Company acted as the broker for the agreement, and the city agrees to indemnify and hold harmless Crown Roanoke, LLC, from claims by any other broker or agent.

Recommended Action:

Authorize the City Manager to execute a first amendment to the lease agreement with Crown Roanoke, LLC, a Virginia Limited Liability Company, for 111 Franklin Road, Suite 200, Roanoke, Virginia for a period of three years, at the above rental amounts, beginning June 1, 2005 and expiring May 31, 2008. All documents shall be upon form approved by the City Attorney.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Brian Townsend, Acting Director of Economic Development
Sherman Stovall, Director of Management and Budget
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM05-00050

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is made as of the _____ day of _____ 2005, between **CROWN ROANOKE, LLC**, having an office at c/o Crown Properties, Inc., 400 Garden City Plaza, Suite 111, Garden City, New York 11530 ("**Landlord**"), and **CITY OF ROANOKE**, a Virginia municipal corporation having an office at 111 Franklin Plaza, Roanoke, Virginia 24011 ("**Tenant**").

WITNESSETH:

WHEREAS, by Lease (the "**Lease**") dated as March 20, 2000, Landlord, as landlord, did demise and let unto Tenant, as tenant, and Tenant did hire and take certain premises containing approximately 3,444.50 rentable square feet located on the second (2nd) floor (the "**Premises**") in the building commonly known as 111 Franklin Road, Roanoke, Virginia (the "**Building**") as more particularly described in the Lease;

WHEREAS, the parties desire by this Amendment to extend the term of the Lease and to modify the Lease as hereinafter set forth; and

WHEREAS, the Lease, together with all amendments and modifications thereto is hereinafter referred to as the "**Lease**".

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms; Recitals.** All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease. The recitals set forth hereinabove are expressly incorporated into the body of this Amendment by reference.

2. **Effective Date.** The effective date of this Amendment shall be June 1, 2005 (the "**Effective Date**").

3. **Term; Expiration Date.** The parties agree and acknowledge that the term of the Lease, which is presently scheduled to expire on May 31, 2005, is extended for a period of three (3) years commencing on the Effective Date and expiring on May 31, 2008, unless sooner terminated as set forth in the Lease (the "**Expiration Date**").

4. **Rent.**

(A) Commencing on the Effective Date and continuing each Lease Year (as hereinafter defined) through and including the Expiration Date, the rent for the Premises shall be payable by Tenant to Landlord on the first day of each month in accordance with the terms and conditions of the Lease as follows:

<u>Lease Year</u>	<u>Rate/r.s.f.</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$16.75	\$57,695.38	\$4,807.95
2	\$17.00	\$58,556.50	\$4,879.71
3	\$17.25	\$59,417.63	\$4,951.47

(B) “**Lease Year**” shall mean a period of twelve (12) consecutive calendar months. The first full Lease Year shall commence on the Effective Date, and each succeeding Lease Year shall commence on the anniversary date of the first Lease Year. Any portion of a Lease Year, which is less than a full Lease Year, shall be a partial Lease Year.

5. **Condition of Premises.** Tenant acknowledges that neither Landlord nor Landlord's agent has made any representations or promises with regard to the Premises for the term herein demised. Tenant acknowledges that it is in possession of the Premises and agrees to accept same in its “AS IS” condition as of the date hereof and that Landlord shall not be obligated to make any repairs, alterations, improvements or additions to the Premises for Tenant's occupancy whatsoever.

6. **Notices.** As of the Effective Date, Article 22 of the Lease is modified to provide that copies of notices to Landlord shall be sent to Platte, Klarsfeld, Levine & Lachtman, LLP, 10 East 40th Street, 46th Floor, New York, New York 10016, Attention: David R. Lachtman, Esq.

7. **Broker.** Tenant acknowledges that Coptly & Company (the “**Broker**”) acted as the broker in connection with this Agreement. Tenant represents and warrants that it has dealt with no broker, finder or like agent in connection with this Agreement other than Broker and, *to the extent permitted by law*, Tenant does hereby agree to indemnify and hold Landlord harmless of and from any and all loss, costs, damage or expense (including, without limitation, attorneys' fees and disbursements) incurred by Landlord by reason of any claim of, or liability to, any broker, finder or like agent (except for Broker) who shall claim to have dealt with Tenant in connection with this Agreement.

8. **Effect of Amendment.** As modified and amended by this Amendment, all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term thereof and Landlord has satisfied all of its obligations under the Lease as of the date hereof.

[The remainder of this page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

Landlord
CROWN ROANOKE LLC

By: Crown Roanoke Manager, Inc.,
Its sole Managing member

By: _____
Name: Davar Rad
Title: President

Tenant
CITY OF ROANOKE, VIRGINIA

By: _____
Name:
Title:

Index Fields for Contracts & Leases Imaging database

Type	Contract
Doc ID	5DGQHE
Title	Office lease 111 Franklin Plaza 111 Franklin Plaza 111 Franklin Rd Roanoke, VA
Department	Economic Development
Destroy Date	05/31/2010

01/02/2003 11:12:27 AM by Bonnie Flagg

LEASE

THIS LEASE made this 20th day of March, 2000, between **Crown Roanoke, LLC** a Virginia Limited Liability Company with offices at c/o Crown Properties, Inc., 400 Garden City Plaza, Suite 111, Garden City, New York 22530 (hereinafter "Lessor") and the CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation having its office at 364 Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011 (hereinafter "Lessee").

WITNESSETH:

Lessor hereby demises and lets unto Lessee all certain space (the "Premises") constituting a portion of the second (2nd) floor, as outlined on the plans marked Exhibit "A" attached hereto and made a part hereof, in the building known as or to be known as 111 Franklin Plaza at 111 Franklin Road, in the City of Roanoke Commonwealth of Virginia, (the "Building"). Lessor and Lessee agree that the Premises consists of 2,995.25 rentable square feet (the "Floor Area"), as measured from the outside of exterior walls, shaft walls or corridors or the center of any common walls, as the case may be, plus a 15% prorated share of the common areas equal to an additional 449.25 square feet, for a total of 3,444.50 square feet which will be the basis for the rent paid to Lessor.

This Lease is made on and is subject to the following terms and conditions:

Article 1. Term

(A) The term of this Lease shall commence on the Commencement Date as hereinafter defined and shall end on the date that is five (5) years thereafter except that if the Commencement Date is other than the first day of the month, then the term of this Lease shall end on the date that is five (5) years from the last day of the month in which the Commencement Date occurs.

(B) The Commencement Date shall be May 1, 2000, or such later date that Lessor gives notice to Lessee that the "Lessee Improvements" as defined in Article 5 below are substantially complete and that the Premises are available to be delivered to Lessee. If the Commencement Date is other than the first day of a month then the rent for the first partial month shall be pro-rated. Lessor and Lessee anticipate that the Commencement Date shall be approximately 60 days from the execution of the Plans described in Article 5 below.

(C) For purposes of this Lease the term "lease year" shall mean a period of 12 consecutive calendar months, the first full lease year commencing on the first day of the term (or, if the Commencement Date is other than the first day of a month, then commencing on the first day of the first month following the Commencement Date) and each succeeding lease year shall commence on the anniversary date of the first lease year. Any portion of a lease year which is less than a full lease year shall be a partial lease year. Each party hereto hereby agrees, upon receipt of written request from the other, to confirm by a written amendment to this lease the respective commencement and expiration dates.

Article 2. Rent

(A) Lessee covenants and agrees to pay to Lessor annual rent as set forth in the RENTAL SCHEDULE attached hereto as Exhibit "B" and forming part hereof, which annual rent shall be paid by Lessee without notice, demand or set-off in the respective monthly installments set forth below, in advance, on or before the first day of each calendar month of the term of this Lease.

(B) Rent for the second full month of the term hereof shall be paid at the time of the signing of this Lease.

(C) All rent and other sums to be paid by Lessee or Lessor hereunder shall be sent to Lessor at c/o Crown Properties, Inc., 400 Garden City Plaza, Suite 111, Garden City, New York 11530.

(D) Notwithstanding any other provision of this Lease, Lessee shall have the right to terminate this Lease without penalty or further obligation in the event the federal, state, or municipal government does not appropriate the funds necessary for payment of the rent. Lessee shall give thirty (30) days notice of such nonappropriation. Lessee shall be liable for the rent in such event only through the month in which the Premises are vacated. As a condition of Lessee's right to terminate under this paragraph, Lessee shall pay to Lessor the total of the following amounts: (a) Six (6) months rent at the rate being charged as of the date of termination; (b) Unamortized cost of Tenant Improvements and commissions paid to any broker in connection with this Lease. The total amount of Tenant Improvements and brokerage commission are intended to be amortized over the full five (5) year term of this Lease; (c) The cost of Tenant Improvements shall not exceed \$70,000.

Article 3. INTENTIONALLY OMITTED

Article 4. Use

(A) The Premises shall be occupied and used only for administrative business office purposes and will be accessible to the general public. ("Permitted Use"). Lessee agrees not to (a) permit any unlawful or immoral practice to be carried on or committed at the Premises; (b) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance thereon; (c) use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Premises or of the Building; (d) deface or injure the Building or Premises; (e) commit or suffer any waste; or (f) use, store, install or distribute on or from the Premises any hazardous or toxic chemicals, wastes, substances or materials. Lessee agrees to pay any increase in the cost of insurance to Lessor as a result of any unauthorized use of the Premises by Lessee, but such payment shall not constitute in any manner a waiver by Lessor of its right to enforce all of the covenants and provisions of this Lease.

(B) Lessee shall not, without the prior written consent of Lessor, use any apparatus, machinery, or device in or about the Premises which will overload the Building or any portion thereof or which will cause any substantial noise, vibration or fumes. If any of Lessee's office machines and equipment should create noise, vibration, fumes, or otherwise disturb the quiet enjoyment of any other tenant in the Building, then Lessee shall, at Lessee's expense, provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Tenant shall comply with all laws relating to its use and occupancy of the Premises and shall observe such reasonable rules and regulations as may be adopted and made available to Lessee by Lessor from time to time for the safety, care and cleanliness of the Premises and the Building, and for the preservation of good order therein.

Article 5. Lessee's Improvements

Promptly following the execution of this Lease, Lessor shall, at Lessor's sole cost and expense, cause the following improvements to be made to the Premises as shown on Exhibit "C" and including the complete build out of the walls, doors, partitions, etc., shown on Exhibit "A" and forming part hereof. All work shall be done to building standard quality and finish.

Lessee expressly acknowledges and agrees that except for the Lessee Improvements set forth in this Article 5, the Premises are being leased to Lessee in their "AS IS" condition as of the Commencement Date, with Lessor being under no obligation, express or implied, to make any other alterations or improvements to the Premises in connection with Lessee's continued occupancy thereof.

Article 6. Occupancy, Assignment and Subletting

(A) Lessee shall not occupy nor permit others to occupy the Premises, or any part

thereof, other than as hereinbefore specified, nor shall Lessee voluntarily, involuntarily or by operation of law assign its leasehold interest, or mortgage or pledge this Lease, without the prior written consent of Lessor. In addition, Lessee shall not assign this Lease or sublet the Premises or any part thereof, without (i) the prior written consent of Lessor which shall not be unreasonably withheld, and (ii) first offering such space to Lessor in accordance with Paragraph (B) hereof. If Lessor does consent in writing to any assignment or sublease, such consent shall not in any way release Lessee from liability under any of the covenants or conditions of this lease, and no such consent shall apply to any future or further assignment or sublease nor bind Lessor to give consent to any further or future assignment or sublease. Any assignee or sublessee will be bound by the terms of this Lease and any modifications hereof as though such assignee or sublessee were the original party hereto.

(B) If Lessee wishes to assign or sublease the Premises or any part thereof, Lessee must first offer to return the Premises to Lessor (which offer shall be made in writing). If Lessor elects to take back the Premises it shall so notify Lessee in writing, within thirty (30) days after receipt of Lessee's offer, specifying the date on which this Lease shall terminate to occur not more than an additional thirty (30) days after Lessor notifies Lessee of its election. If Lessor does not accept Lessee's offer, Lessee may sublease that portion of the Premises offered to Lessor or assign this Lease, but only upon Lessor's prior written consent, it being understood and agreed that such consent shall still be required notwithstanding Lessor's election not to take back such space.

(C) In no event shall Lessee advertise the availability of its space or its lease in public media nor shall it offer the space or the lease to any party with whom Lessor is then negotiating or who is a tenant in the Building.

(D) This Lease is for use by the City of Roanoke for general business purposes such as economic or community development.

Article 7. Alterations

Lessee will make no alterations, additions or improvements to the Premises without first submitting a detailed description thereof to Lessor and obtaining Lessor's prior written approval. All other alterations, additions or improvements made by Lessee and all fixtures attached to the Premises shall, at Lessor's option, become the property of Lessor and remain on the Premises upon the expiration or termination of this Lease or, after written notice to Lessee, any or all of the foregoing except for Lessee Improvements set forth in Article 5 shall be removed at the cost and expense of Lessee before the expiration or sooner termination of this Lease, and in such latter event Lessee shall repair all damage to the Premises caused by both installation and removal. Lessee shall not erect or place, or cause or allow to be erected or placed, any sign, advertising matter, showcase or other article or matter in or upon the stairways, lobbies, passages, outside walls, windows or sidewalks or any other areas in, on or about the Building without the prior written consent of Lessor.

Article 8. Rules and Regulations

The rules and regulations annexed hereto as Exhibit "D" and such additions or modifications thereof as may from time to time be made by Lessor, upon written notice to Lessee, shall be deemed a part of this Lease with the same effect as though set forth herein. Lessee agrees that said rules and regulations will be faithfully observed by Lessee and Lessee's employees and invitees.

Article 9. Fire or Other Casualty: Waiver of Subrogation

(A) If during the term of this Lease or any renewal or extension hereof, the Building is so damaged by fire or other casualty that the Premises are rendered untenable (whether or not the Premises are damaged) and the Building cannot be repaired within sixty (60) working days or such casualty is not included in the risks covered by Lessor's then current insurance policies, then, at Lessor's Option (which

may be exercised, if at all, by notice in writing given not more than thirty (30) days after such damage), this Lease shall terminate as of the date of such damage. In such case, Lessee shall pay the rent or percentage rent apportioned to the time of the damage if Lessee is already out of possession. If Lessee is not out of possession Lessee shall have reasonable time to vacate the Premises. If such repairs can be made within the said sixty (60) working days and are covered by insurance as aforesaid, or if Lessor does not elect to terminate this Lease as aforesaid, then, to the extent that Lessee is not liable for such damage or repairs, Lessor will repair the Building, excluding Lessee's Work and Lessee's property. Lessee may enter the Premises to repair the damage, and rent shall be apportioned and suspended while Lessee is deprived of use of the Premises. If the Premises shall be only slightly damaged or if the damage to the Building does not render the Premises untenable then, unless Lessee is liable for such damage or repairs, Lessor will repair whatever portion, if any, of the Premises which may have been damaged by the fire or other insured casualty and which is Lessor's obligation to maintain under this Lease, and the rent shall not be apportioned or suspended. If Lessor repairs or rebuilds the Building as aforesaid, Lessee shall at Lessee's expense promptly repair or replace Lessee's Work and Lessee's fixtures, furniture, furnishings, floor coverings and stock in trade and promptly reopen for business.

(B) Notwithstanding any other provision herein, Lessee hereby releases Lessor from liability for loss or damage to the property of Lessee, unless the loss or damage occurred through the negligence of Lessor or its agents, servants, invitees or employees.

Article 10. Lessor's Right to Enter

Lessee will permit Lessor, Lessor's agents or employees or any other person or persons authorized by Lessor to inspect the Premises at any time, and to enter the Premises, if Lessor shall so elect, to make alterations, improvements or repairs to the Building, or for any other purpose related to the operation or maintenance of the Building, including showing the space to prospective tenants, purchasers and mortgagees. If at any time during the last three (3) months of the term of this Lease, Lessee shall have removed substantially all of Lessee's property from the Premises, Lessor may enter to alter, renovate and redecorate the Premises, without abatement or rent, or any in any other manner modifying the rights and obligations of either party to this Lease. If Lessee shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry shall be necessary or permissible, Lessor or Lessor's agents may enter by a master key, or may forcibly enter in case of emergency, without rendering Lessor or its agents liable for any damages therefor and without in any manner affecting the rights or obligations of either party to this Lease, provided Lessor or its agents shall accord reasonable care to Lessee's property.

Article 11. Insurance

(A) Lessee agrees to maintain during the term hereof, effective on the date Lessee takes possession of the Premises, insurance coverage with respect to the Premises in companies satisfactory to Lessor for bodily injury, including death, property damage and personal injury liability and contractual liability insurance, each with a limit of liability of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, all such insurance to include Lessor and its employees and agents as additional insured parties.

(B) Lessee shall provide Lessor with copies of policies or certificates evidencing such insurance prior to the date Lessee takes possession of the Premises and from time to time thereafter as required by Lessor evidencing that the aforesaid insurance is in full force and effect. All policies and certificates shall provide that a minimum of twenty (20) day written notice shall be given to Lessor by any such insurance company prior to the cancellation, termination or change of such coverage. All insurance herein required shall be deemed to be additional obligations of Lessee.

(C) Lessee will not do or commit, or suffer or permit to be done or committed, any act or thing which shall cause the insurance policies on the Building (or any such policy) to become void or

suspended, or which shall cause the Building to be considered a more hazardous risk.

Article 12. Release of Lessor

Lessor shall not be held responsible for, and is hereby expressly relieved from, any and all liability by reason of any injury, loss, or damage to persons or property in, on or about the Premises or the Building, whether the same be due to fire, breakage, leakage, water construction or physical conditions anywhere in the Building, failure of water supply, light or power, defects in electrical wiring, plumbing or other equipment or mechanisms, wind, lightning, storm or any other cause whatsoever, whether the loss, injury or damage be to the person or property of Lessee or any other person, unless such injury, loss or damage is the direct result solely of the negligence of Lessor, its agents or its employees occurring entirely after the date of this Lease.

Article 13. Indemnity

To the extent permitted by law, Lessee agrees to indemnify, defend and hold harmless Lessor, excepting for Lessor's negligence or the negligence of Lessor's employees, from and against all claims, liabilities, losses, damages, expenses, actions or causes of action for injury to or death of any person or loss of or damage to property in or upon the Premises and including the person and property of Lessee, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the Premises or in the Building shall be at the risk of Lessee. The foregoing indemnity shall be in addition to Lessee's obligation to supply the insurance as required by Article 11 hereof and not in discharge of or substitution for the same.

To the extent permitted by law, if any damage to the Premises or other property of Lessor results from any act or neglect of Lessee, its agents or employees, Lessor may at its option repair such damage, and Lessee shall promptly on demand reimburse Lessor for the cost thereof to the extent the same is not reimbursed to Lessor under Lessor's insurance.

Article 14. Repair and Maintenance

(A) **Repairs.** Lessee agrees to keep the Demised Premises in good order and condition, ordinary wear and tear and damage caused by insured against casualty alone excepted, and to remove all unreasonable accumulations of dirt, rubbish, waste and refuse therefrom. Upon the expiration or sooner termination of the Demised Term, Lessee will surrender the Demised Premises, broom clean and vacant, in the same good order and condition as Lessee has agreed to keep the Demises Premises during the Demised Term. Lessee shall not knowingly do or commit, or suffer or permit to be done or committed anywhere in the Building, any act or thing contrary to law or the rules and regulations prescribed from time to time by any Federal, State, or local authorities having jurisdiction. Lessor shall, at the request of Lessee, repair or replace all electric lamps, tubes, light bulbs, glass windows or fixtures in the Demises Premises, as may be necessary from time to time, and Lessee shall pay the cost thereof to Lessor upon demand as Additional Rent.

(B) **Lessee's Additional Covenants.** Lessee shall faithfully observe and perform all of the covenants and conditions to be performed and observed by Lessee hereunder and, in addition to those covenants and conditions which are set forth elsewhere herein, Lessee agrees (i) to secure and maintain in effect any governmental approvals, licenses and permits as may be required for Lessee's use and occupancy of the Demised Premises; and (ii) to comply with all applicable laws, codes and regulations of governmental authorities applicable to Lessee's use and occupancy of the Demised Premises and all rules and regulations of insurers of the Demised Premises and the National Board of Fire Underwriters as they apply to Lessee's use and occupancy of the Demised Premises.

(C) Lessor agrees, at its expense, to keep the foundations, utility lines from the point of connection for Lessee, exterior walls, structural systems of the Building and the heating, ventilating and air conditioning systems servicing the Building in good condition and repair. Lessor shall not be liable to Lessee

for any damages caused by the items mentioned in the previous sentence being out of repair unless Lessor has had a reasonable opportunity to have the same repaired after Lessee has notified Lessor, in writing, of the need for such repair.

Article 15. Services

Landlord's Services. Lessor will keep the Building in operation for the use of tenants during ordinary business hours (i.e. 8 A.M. to 6 P.M. on business days, and 8 A.M. to 1 P.M. on Saturdays), except Sundays and legal holidays, including passenger elevators, and will furnish heating and air conditioning as needed based on climate and conditions. Lessor will also cause the Demised Premises to be cleaned in the manner and to the extent that the other offices in the Building are cleaned, and will remove refuse and rubbish from offices and trash receptacles and wastepaper baskets as it accumulates on a daily basis. Extraordinary amounts of trash or refuse will be removed as required at Lessee's expense. Lessor will furnish water and sewer and a reasonable amount of electricity for lighting and operating customary small business machines during ordinary business hours. Electricity for other equipment of or for the use of Lessee, including, without limitation, main frame computers and special heating or air conditioning equipment, shall be provided, if available, at Lessee's expense as Additional Rent, and if such additional electricity is provided, Lessor shall, at Lessee's sole cost and expense, install submeters to measure the amount of additional electricity provided, together with risers and other necessary installations, and the cost of such equipment and the installation thereof and all other costs associated with providing such additional service, as well as the cost of the additional electricity so provided, shall be paid by Lessee and collectible as Additional Rent hereunder. In addition, if Lessee shall request and Lessor shall approve the installation of special air conditioning equipment, Lessee shall pay as Additional Rent, the cost of additional water used in connection with the amount of water used. Lessee shall keep all windows and doors of the Demised Premises closed when required to maximize the efficiency of the heating and air conditioning systems. Lessee shall comply with all reasonable rules and regulations from time to time promulgated by Lessor to conserve fuel and/or energy.

Interruption of Services. In case of accidents, strikes, inability to obtain supplies, breakdowns, repairs, renewals or improvements to the Building, or replacement of machinery therein, or for other cause pertaining to the Building deemed sufficient by Landlord, the operation of any of the elevators or other machinery or apparatus, and/or the furnishing of any services, may be changed or temporarily suspended by Lessor, and Lessor shall not be responsible or liable in any way for any failure, interruption or inadequacy in the quantity or quality of the aforesaid services where caused by war, civil commotion, governmental restrictions, prohibitions or other regulations, strikes, labor disturbances, inability to obtain adequate supplies or materials, casualties, repairs, replacements, elevator conversion or other cause or causes beyond Lessor's reasonable control, whether similar or dissimilar to the foregoing. Lessor may at any time and from time to time discontinue any service except those which Lessor has specifically agreed to provide as set forth above. Lessee will give Lessor prompt written notice of any accident in, on or about the Demised Premises and any breakage or defects in the plumbing or heating or cooling apparatus, the elevators or any other system or apparatus serving the Demised Premises.

Article 16. Default

Should Lessee default in the payment of any rent or other moneys hereunder to be paid by Lessee, as and when the same become due, or should Lessee violate any other covenant of this Lease, Lessor may, after fifteen (15) days written notice to Lessee for any such default in the payment of rent or other moneys or after thirty (30) days written notice to Lessee for any such violation of any other covenant by Lessee, if such default or other violation shall not have been corrected or cured during such period, re-enter and take possession of the demised premises and terminate Lessee's leasehold interest by appropriate judicial proceedings, and relet the same or any part thereof on such terms, conditions and rentals as Lessor may deem proper and apply the proceeds that may be collected from any such reletting, less the expense of doing so, upon a rent to be paid by Lessee and hold Lessee responsible for any balance that may be due or thereafter become due under this Lease, or Lessor may, at its option, terminate and cancel this Lease in which event. Notwithstanding, any provision herein shall not be construed to limit the remedies herein given pursuant to this paragraph shall specify the nature of the default and the provision

of the Lease relied upon by the Lessor.

Article 17. Inability to Deliver Possession

This Lease is subject to any existing lease or tenancy of the Premises, and Lessor shall not under any circumstances be liable for its inability to deliver possession of the Premises to Lessee at any time either at or after the beginning of the term hereof by reason of the retention of the Premises or any part thereof by any other person. The term hereof shall not be affected by Lessor's inability to deliver possession at the beginning of the term, but rent shall abate until such time as the Premises are thereafter available for Lessee.

Article 18. Subordination

This Lease shall be subject and subordinate to the lien of any mortgages and other encumbrances now existing or hereafter created on or against the Building, without the necessity of any further instrument or act on the part of Lessee, but Lessee agrees upon demand of Lessor to execute, acknowledge and deliver such instruments as shall be desired by any mortgagee or proposed mortgagee or by any person holding or about to acquire a ground rent or other encumbrance, to confirm the subordination herein set forth.

Article 19. Condemnation

In the event that the Building or any part hereof is taken or condemned for a public or quasi-public use, this Lease shall terminate if and when possession of the Premises is surrendered to the condemnor, and the rent reserved hereunder shall abate for the balance of the term. If only part of the Premises is surrendered to the condemnor, this Lease shall terminate and rent shall abate in proportion to the Floor Area within the Premises taken by the condemnor. In any such event, Lessee waives all claims for leasehold damages against Lessor and assigns to Lessor all claims for leasehold damages, if any, against the condemnor.

Article 20. Limitation on Lessor's Liability

The Lessor named in the first paragraph of this Lease and any subsequent owner of the Building shall be liable only for obligations accruing during the period of its ownership or interest in the Building, and the liability of any such Lessor and all of its officers, directors, employees, agents and/or partners, as the case may be, shall be limited to such Lessor's estate or other title to or interest in the Building.

Article 21. Parties Bound

This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective personal representatives, successors and assigns, subject to the provisions of this Lease restricting assignment without consent. Notwithstanding the foregoing or anything else herein contained, in the event that Lessor's interest or estate in the Premises shall terminate by operation of law or foreclosure sale or for any other reason, or if for any reason Lessor ceases to be entitled to the rentals hereunder, then in any such event Lessor shall be released and relieved from all liability and responsibility thereafter accruing to Lessee in connection with any of the terms, covenants or conditions to be performed by Lessor under this Lease or by operation of law, and Lessee shall look only to the purchaser or other successor or assignee of Lessor for such performance.

Article 22. Notices

Any notices required or permitted to be given hereunder by either party to the other shall be in writing and delivered personally or sent by United States registered or certified mail, postage prepaid, addressed as follows: if to Lessor,

c/o Crown Properties
400 Garden City Plaza
Garden City, New York 11530

with a copy to: Stuart J. Stein, P.C.
400 Garden City Plaza, Suite 507
Garden City, New York 22530

and if to Lessee, at: City Manager
City of Roanoke
364 Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011

Either party may at any time change the address for such notices by delivering or mailing to the other party, as aforesaid, a notice advising of the change and setting forth the new address. If the term "Lessee" as used in this Lease refers to more than one person or entity, any notice, consent, approval, request, communication bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Lessee.

Article 23. INTENTIONALLY OMITTED

Article 24. Number and Gender

For the purposes of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine shall include the feminine and the neuter, and the neuter shall include the masculine and the feminine, as the context may require.

Article 25. Captions

The captions contained herein are for the convenience of the parties only. They do not in any way modify, amplify, alter or give full notice of the provisions hereof.

Article 26. Amendments

This Lease may be modified or amended only by an instrument in writing signed by the party against which enforcement of such modification or amendment is sought.

Article 27. Partial Invalidity

If any clause or provision of this Lease, or the application thereof to any person or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each clause and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Article 28. Lessee's Estoppel Certificate

Lessee shall deliver to Lessor, within twenty-one (21) days after request therefor, a certificate to such person as Lessor may designate, certifying that this Lease is unamended and in full force and effect and that there are no defaults by Lessor or set-offs against rent hereunder, and the date to which rent has been paid; provided, that in the event this Lease has been amended or if there are any alleged defaults or set-offs as aforesaid, such certificate shall specify in precise detail the nature thereof. Lessee acknowledges that the prompt availability of this certificate to Lessor is of importance to Lessor in connection with proposed re-

financing or sale of the Building. Accordingly Lessee agrees that if it does not deliver the certificate within said twenty-one (21) days, it shall pay to Lessor, as and for additional rent, to reimburse it for its possible loss, the sum of \$250.00 per day.

Article 29. Holding Over

If Lessee shall fail to surrender possession of the Premises and remove all of its property therefrom upon termination of this Lease, then Lessor may at its option treat Lessee as a tenant from month to month on all the terms and conditions in effect during the final month of the lease term, except that the minimum monthly rent during any such holdover period shall be 150% of the rent payable by Lessee during the final month of the lease term. For purposes of this clause, the word "rent" shall include minimum rent, percentage rent and all additional rent, including, without limitation, any amounts payable under applicable escalation clauses; if escalation clauses involve annualized calculations, a pro rata portion of rent escalation charges for the last year of the lease term shall be considered an item of additional rent payable during the last month of the lease term.

Article 30. Entire Agreement

This Lease constitutes the entire agreement between the parties hereto. Except as set forth herein, there are no promises, representations or understandings between the parties of any kind or nature whatsoever.

Article 31. Changes to Building

Lessor reserves the right to make any alterations, modifications, changes or additions to the Building and common areas it deems necessary or appropriate; to change the identity and type of stores and tenancies and the dimensions thereof, to change the name of the Building in which the Premises are located; to change the address or designation of the Building in which the Premises are located; to convert common areas into leasable areas (including installation of kiosks) or construct temporary or permanent Buildings or improvements in the common areas and change the location or character of or make alterations in or additions to the common areas; provided however, that no such changes will interfere with the location of, or access to, the Premises herein demised.

Article 32. Brokers

Lessee represents and warrants to Lessor that Lessee has dealt with no broker or other real estate agent so as to entitle such agent to a commission or fee with respect to this Lease or other than ROBERT COPTY REAL ESTATE (the "Broker"). The Broker's fee shall be paid by Lessor, but if Lessee's representation and warranty herein shall prove false or incorrect, Lessee will indemnify and hold Lessor harmless from any and all claims for fees and commissions to any entity other than the Broker and for all costs, including attorney's fees, arising in connection therewith.

Article 33. Liens

Lessee agrees promptly to pay for any work done or materials furnished by or on behalf of Lessee in, on or about the Premises or any part of the Building and will not permit or suffer any lien to attach to the Premises or all or any part of the Building, and Lessee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind to be filed against the Premises or all or any part of the Building. In any event any lien shall at any time be filed against the Premises or against any part of the Building by reason of work, labor, services or materials alleged to have been performed or furnished by, for or to Lessee or to anyone holding the Premises through or under Lessee, Lessee shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Lessor. If Lessee shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may discharge the same by paying the amount

claimed to be due, and the amount so paid by Lessor and all costs and expenses, including reasonable attorney's fees incurred by Lessor in procuring the discharge of such lien, shall be due and payable by Lessee to Lessor as additional rent on the first day of the next following month.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, under seal, the day and year first above written.

SCHEDULES ATTACHED:

Description of Premises (Floor Plan)
Rental Schedule
Lessee's Work
Rules and Regulations

Exhibit A
Exhibit B
Exhibit C
Exhibit D

LESSOR:

CROWN ROANOKE, LLC

By: Crown Roanoke Manager, Inc.

Member

By: 

Dayar Rad, President

LESSEE:

CITY OF ROANOKE, VIRGINIA

By: 

City Manager

Appropriation and Funds
Required for this Contract
Certified


Director of Finance

Date 3-22-00

Acct. # 001-002-8120-3075

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

 3-22-2000
Assistant City Attorney

APPROVED AS TO EXECUTION:

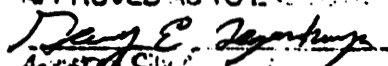
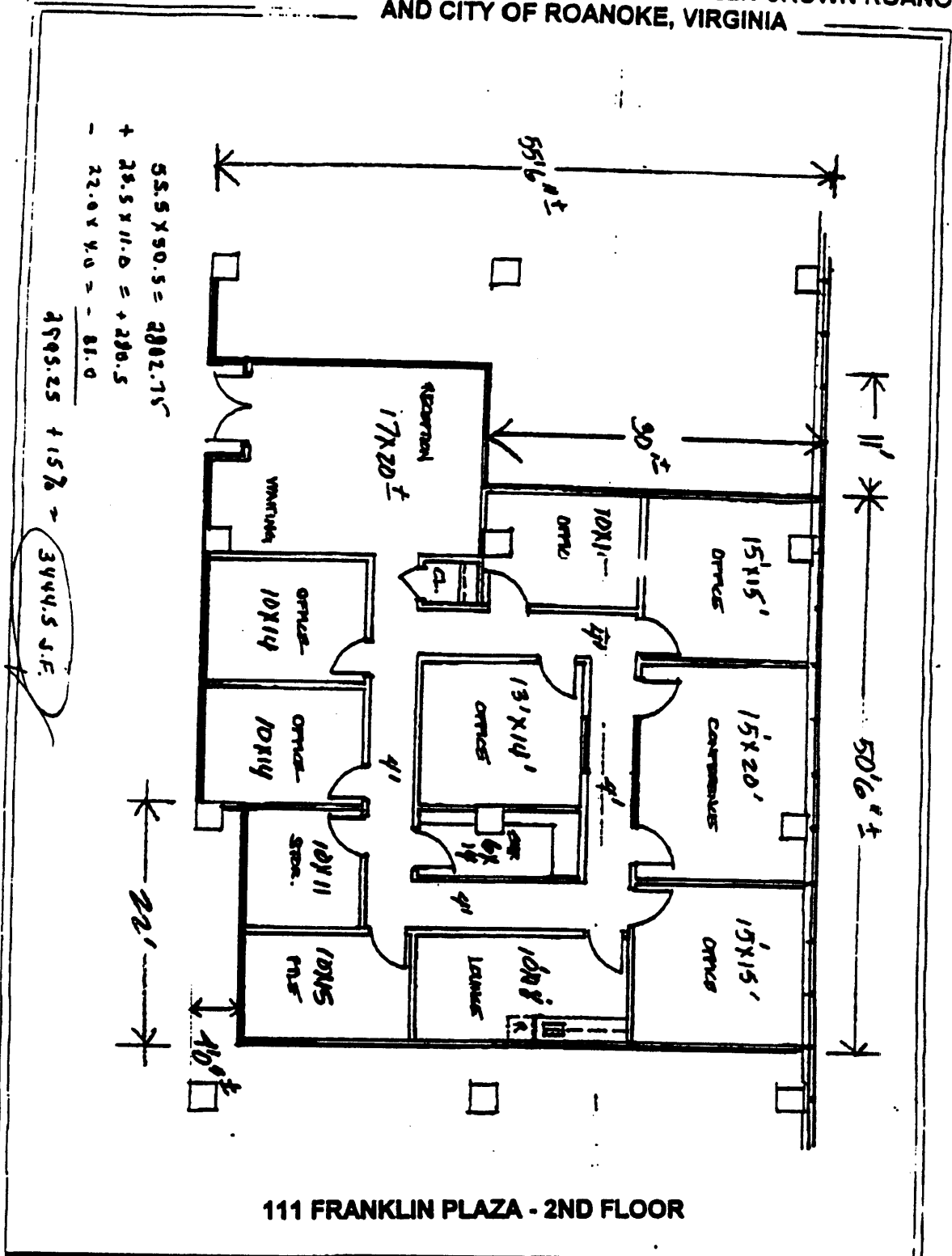
 4-11-2000
Assistant City Attorney

EXHIBIT A TO LEASE BETWEEN CROWN ROANOKE, LLC
AND CITY OF ROANOKE, VIRGINIA

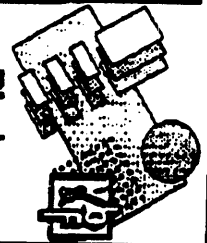


Count	3603
Rev	01/06/00
Rev	PVB
Date	1

OFFICE OF ECONOMIC
DEVELOPMENT

Frantz, Inc.
3000 N. 1st Street
Roanoke, VA 24005
Tel: (800) 344-4295

varBlaricom



**EXHIBIT B TO LEASE BETWEEN CROWN ROANOKE, LLC AND
CITY OF ROANOKE, VIRGINIA
RENTAL SCHEDULE**

LEASE YEAR	RENT PER S.F.	ANNUAL RENT	MONTHLY RENT
First Lease Year	\$16.75	\$57,695.38	\$4,807.95
Second Lease Year	\$17.25	\$59,417.63	\$4,951.47
Third Lease Year	\$17.77	\$61,208.77	\$5,100.73
Fourth Lease Year	\$18.30	\$63,034.35	\$5,252.86
Fifth Lease Year	\$18.85	\$64,928.83	\$5,410.74

02/25/00 FRI 13:18 FAX 540 344 068:
02/25/00 FRI 11:46 FAX 540 344 43:
02/25/2000 12:41 3431594

EXHIBIT C TO LEASE BETWEEN CROWN ROANOKE, L
AND CITY OF ROANOKE, VIRGINIA

Proposal

Page No. of Pages

Surfaces

Floor and Wall Coverings

217 Reserve Avenue
Roanoke, VA 24016
(540) 343-1586 • Fax (540) 343-1594

PROPOSAL SUBMITTED TO VANLARICOM & FRANTZ, INC.		PHONE	DATE 2/18/00
STREET		JOB NAME OFFICE OF ECONOMIC DEV.	
CITY, STATE AND ZIP CODE		JOB LOCATION FRANKLIN PLAZA	
APPROXIMATE	DATE OF PLANS	JOB NUMBER	

We hereby submit specifications and estimates for:

CARPET OPTION 21 LIT'S "ESCALCRAFT" WITH "TRUTH IN COCON" BORDERS:	68,901.00 ✓
OPTION 22 LOWES "OMNIF" WITH "BORDERS" AS BORDERS:	16,518.00
✓ VCT AND COVE BASE:	\$1,956.00 ✓
WALLCOVERING SCHEME 1:	\$4,133.00 ✓
SCHEME 2:	\$5,887.00
TOTAL	
SCHEME 1	
\$14,990	

NOTES:
PRICE DOES NOT INCLUDE REMOVAL OF EXISTING FINISHES, EXCESSIVE WALL
OR FLOOR PATCH/PRPF.

Exhibit "C" also incorporates the complete buildout shown on Exhibit "A"

We ~~propose~~ hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made at dollars (\$).
TERMS DUE UPON JOB COMPLETION. A SERVICE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%.

WILL BE CHARGED SMALL LITTELLS AND DELAYS OVER 30 DAYS.

all material is guaranteed to be as specified, all work to be complete.
If material is not as specified, the contractor shall be responsible for the cost of replacement.
This guarantee shall be void if the contractor does not provide written notice of the defect within 30 days of completion of the work.
If the contractor does not provide written notice of the defect within 30 days of completion of the work, the contractor shall be responsible for the cost of replacement.

Authorized Signature *Jay Burdette*
This proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance

Signature
Signature

02/23/00 FRI 13:18 FAX 540 344 0887
02/25/00 FRI 11:47 FAX 540 344 4288

COPTY & COMPANY
vanBlaricom & Frantz

200
2

vanBlaricom & Frantz, Inc.
112 W. Kirk Avenue Roanoke, VA 24011

February 16, 2000

Roanoke Office for Economic Development

SCHEME I:	Carpet:	Lee Slat Craft 507 Hummingbird
	Carpet Border:	Lee Truth in Color 327 Blueberry or 557
		Midnight or 505 Pomegranate
		(One in Conf Room and One in Lobby)
	Wallcovering Lobby/Hall:	Olney D'Amore Cove 8U7588
	Wallcovering Conf Rm:	Pleasant Elegance Sol. 2: #793116
	VCT:	Armstrong 51808 Desert Beige
	Base:	Johnsonite 03 Sahara Khaki
	Wall Paint:	Sherwin Williams SW 1144 Import Ivory
	Trim Paint:	Sherwin Williams SW 1145 Artisan Tan

**EXHIBIT D TO LEASE BETWEEN CROWN ROANOKE, LLC
AND THE CITY OF ROANOKE, VIRGINIA**

RULES AND REGULATIONS FOR 111 FRANKLIN PLAZA, ROANOKE, VA

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by Tenants or their officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. The cost of repairing any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a Landlord or such Landlord's officers, agents, servants and employees shall be paid by such Landlord.
3. Tenant shall not paint, display, inscribe, maintain, or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Premises which can be seen on the outside of the Premises except on hallway doors of the Premises, and then only Building Standard graphics approved by Landlord. Landlord reserves the right, after reasonable notice to Tenant, to remove at Tenant's expense all matter, which violates this rule.
4. Directories will be placed by Landlord at Landlord's own expense, in conspicuous places in the Building. No other directories shall be permitted.
5. The Premises shall not be used for conducting any barter, trade, or exchange of goods or sale through promotional give-away gimmicks or any business involving the sale of second-hand goods, insurance salvage stock, or fare sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the first-class character of the Building.
6. Tenants shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with valid pertinent laws, rules or regulations of any governmental authority.
7. Tenants shall not place a load upon any floor of the Premises, which exceeds the floor load per square foot, which such floor was designed to carry or which is allowed by applicable building code.

8. Landlord shall have the power to prescribe the weight and position of safes or other heavy equipment, which may over-stress any portion of the floor. All damage done to the Building by the improper placing of heavy items, which over-stress the floor, will be repaired at the sole expense of the Tenant.
9. A Tenant shall notify the Building Manager when safes or other equipment are to be taken into or out of the Building. Moving of such items shall be done under the supervision of the Building Manager, after receiving written permission from him.
10. Corridor doors, when not in use, shall be kept closed.
11. All deliveries must be made via the service entrance and service elevators during normal business hours. Prior approval must be obtained from Landlord for any deliveries that must be received after normal business hours.
12. Each Tenant shall cooperate with Building employees in keeping the premises neat and clean and operating efficiently.
13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds, animals or reptiles, or any other creatures, shall be brought into or kept in or about the building without the prior written consent of the Landlord which may be withheld for any reason.
14. Should a Tenant require telegraphic, telephonic, annunciator or any other communication service, Landlord will direct the electricians and installers where and how the wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct.
15. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other Tenants, or persons having business with them.
16. No equipment of any kind shall be operated on the premises that could in any way annoy any other Tenant in the building without written consent of Landlord.
17. Business machines and mechanical equipment belonging to any Tenant which cause noise and/or vibration that may be transmitted to the structure of the building or to any leased space so as to be objectionable to Landlord or any other tenants in the building shall be placed and maintained by such Tenants, at such Tenant's expense, in settings of cork, rubber, or spring type noise and/or vibration eliminators sufficient to eliminate vibration and/or noise.
18. Tenants shall not use or keep in the building any inflammable, or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.

19. Tenants, employees or agents, or anyone else who desires to enter the Building after normal business hours, may be required to sign in upon entry and sign out upon leaving, giving the location during such person's stay and such person's time or arrival and departure.
20. Landlord has the right to evacuate the Building in event of emergency or catastrophe.
21. If any governmental license or permit shall be required for the proper and lawful conduct of a Tenant's business, such Tenant, before occupying the premises, shall procure and maintain such license or permit and submit it for Landlord's inspection, and shall at all times comply with the terms of any such license or permit.
22. Landlord shall have the right, exercisable on 60 days written notice to Tenant and without liability to any Tenant, to change the name and street address of the building.
23. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations which shall be necessary, in the reasonable judgment of Landlord for the proper maintenance, safety and operation of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of its Tenants, their agents, employees and invitees, which rules when made and notice thereof given to a Tenant shall be binding upon him in like manner as if originally herein prescribed. In the event of any conflict, inconsistency, or other difference between the terms and provisions of these Rules and Regulations, as now or hereafter in effect and the terms and provisions of any lease now or hereafter in effect between Landlord and Tenant in the Building. Landlord shall have the right to rely on the term or provision in either such lease or such Rules and Regulations which is most restrictive on such Tenant and most favorable to Landlord.
24. Tenant shall not maintain or operate, nor permit any other party to maintain or operate any vending machines for the sale of food, beverages, or other sundry items on the Premises without the prior written consent of Landlord.

END OF RULES AND REGULATIONS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the proper City officials to extend the lease agreement between the City and Crown Roanoke, LLC, for lease of office space within the Franklin Plaza Building, located at 111 Franklin Road, for the Department of Economic Development, for a period of three years, upon certain terms and conditions; and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are authorized to execute and attest, respectively, on behalf of the City of Roanoke, in form approved by the City Attorney, the appropriate amendment to the lease agreement with Crown Roanoke, LLC, to extend the lease of office space within the Franklin Plaza Building, located at 111 Franklin Road, for the Department of Economic Development, for an additional term of three (3) years, beginning June 1, 2005 and expiring May 31, 2008, at an annual lease fee of \$16.75 per square foot with an increase of 1.55% each year thereafter, over the three-year period, upon such terms and conditions as more particularly set forth in the City Manager's letter dated May 2, 2005.

2. Pursuant to the provisions of §12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

W H H

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION appointing William H. Lindsey as School Board Trustee on the Roanoke City School Board for a term commencing July 1, 2005, and ending June 30, 2008.

WHEREAS, pursuant to §9-24, Code of the City of Roanoke (1979), as amended, a public hearing was held April 18, 2005, relating to the appointment of a School Board Trustee; and

WHEREAS, this Council is desirous of appointing William H. Lindsey to fill a vacancy on the Roanoke City School Board.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. William H. Lindsey is hereby appointed as School Board Trustee on the Roanoke City School Board for a term commencing July 1, 2005, and ending June 30, 2008.
2. The City Clerk is directed to transmit an attested copy of this resolution to Kathy G. Stockburger, Chair of the Roanoke City School Board, to Doris N. Ennis, Acting Superintendent of Schools, and to William H. Lindsey.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION appointing David B. Carson as a School Board Trustee on the Roanoke City School Board for a term commencing July 1, 2005, and ending June 30, 2008.

WHEREAS, pursuant to §9-24, Code of the City of Roanoke (1979), as amended, a public hearing was held April 18, 2005, relating to appointment of a School Board Trustee; and

WHEREAS, this Council is desirous of appointing David B. Carson to fill a vacancy on the Roanoke City School Board;

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. David B. Carson is hereby appointed as a School Board Trustee on the Roanoke City School Board for a term commencing July 1, 2005, and ending June 30, 2008.
2. The City Clerk is directed to transmit an attested copy of this resolution to Kathy G. Stockburger, Chair of the Roanoke City School Board, to Doris N. Ennis, Acting Superintendent of Schools, and to David B. Carson.

ATTEST:

City Clerk.

STADIUM STUDY COMMITTEE

RECOMMENDATIONS

MAY 2, 2005

**JOHN H. PARROTT, CHAIR
SHERLEY E. STUART, CO-CHAIR
MARSHA COMBS
PATRICIA CRONISE
GREGORY W. FELDMANN
KERMIT E. HALE
L. THOMPSON HANES**

**RICHARD H. KEPLEY
GWENDOLYN W. MASON
GEORGE C. MILLER
CHARLES A. PRICE, JR.
DAVID B. TRINKLE
CHAD VAN HYNING
JAN P. WILKINS**

Stadium Study Committee Recommendations May 2, 2005

Background

The Citizens Stadium Study Committee was formed in August 2004 by City Council to make recommendations regarding "... *assessing the athletic facility needs of the city*" and "*the feasibility of renovating Victory Stadium.*"

Our recommendations are:

A. Victory Stadium

1. Demolish Victory Stadium (10-4 vote April 6, 2005).
2. Utilize a professional firm to assist with planning and construction of a new, multipurpose stadium with adequate traffic access and parking. The new stadium would be situated in the most topographically and economically sound spot on land bounded by Franklin Road on the West, Reserve Avenue on the North, Jefferson Street on the East and the Roanoke River on the South (unanimous vote, March 9).
3. Construct a new multipurpose stadium with at least 15,000 seats (8-5 vote March 9).
4. Maximize green space, gardening, and beautification opportunities as the stadium is designed and plans are made for the area. (Agreed at April 6, 2005 meeting). There are many opportunities to partner with garden clubs, greenways, river protection advocates and the city arborist to design a beautiful landscape.
5. Include the following design elements in the new stadium:

- a. A flexible seating, stage area for events, preferably in the Reserve Avenue end zone area, with access to dressing rooms and a load-in, load-out dock;
- b. Elevated locker rooms, bathrooms and concessions to minimize the risk of flooding. Design the rest of the stadium with possible flooding in mind;
- c. Adequate, permanent concessions facilities;
- d. Four locker rooms, two on each side with one of these two being dedicated in design to William Fleming and Patrick Henry to boost school pride and morale. The other one would be a "visitors" locker room on each side. Extra locker rooms would provide impetus for regional athletic events throughout the Rivers Edge complex and the City;
- e. Flags that can be changed to school banners as appropriate;
- f. Adequate space for a vendor area for special events and booster clubs, ticketing and security;
- g. Berm the end near the river for hill seating if the stands do not fully enclose the field;
- h. Use old elements that can be preserved from Victory Stadium, e.g. bricks, for legacy purposes. (May consider engraving these bricks and allowing citizens to purchase to increase positive citizen participation in the project. These could be used in the pedestrian/vendor area, but also consider giving away 'limited' numbers of free bricks that can be taken away);

- i. Use the same turf recommendations from the previous Orange Avenue project teams, unless it is not durable enough to withstand events and possible flooding;
- j. Maintain the name Victory Stadium and McLelland Field. Incorporate into the design a wall or pedestrian area on the river end zone, to honor veterans. In addition, an area honoring the City's sports stars should be included;
- k. Consider additional design elements to maximize citizen use of the upcoming greenways project, river access, and other athletic fields;
- l. Provide certain areas needed by Parks and Recreation as they consider their move and consolidation.

B. Recreation and Athletics in Roanoke

- 1. Construct day stadiums on William Fleming and Patrick Henry high school campuses (e.g., 500-1000 seats). The field size should be suitable for multiple sports. Usage will aid in meeting a variety of the City's athletic needs (e.g., amateur sports, regional events).
- 2. Construct all-weather tracks with at least 8 lanes (Olympic) at each high school, as previously agreed between the School Board and City Council.
- 3. Develop new management practices and policies, including:
 - a. Providing sufficient funds for maintenance on a permanent basis to include the school facilities and the Stadium;

- b. Negotiating a fair, lowest possible new Stadium rent for the school system;
 - c. Allowing non-profits to use the new Stadium at reduced rates. Particular sensitivity should be given in the policies to allow non-profit organizations access to the new Stadium, including concession rights, but not at the risk of pre-empting major, revenue generating events;
 - d. Allowing high school booster clubs to run concessions as well as sell items in the vendor area to raise money;
 - e. A full time position on the Civic Center staff should be given to management and promotion of the stadium, with the same in the Parks and Recreation Department for upkeep, maintenance and turf control. If designed correctly, the Committee feels the stadium can be well marketed with significant use of the facility throughout much of the year.
4. The City of Roanoke should review the Parks and Recreation Department's Master Plan of 2000 to meet the current needs of the Roanoke community, anticipate future needs, and properly maintain these facilities on an on-going basis.

Specifically, the Director of Roanoke City Parks and Recreation Department stated to our committee that the City had "two major outdoor deficits": 1) 15 - 20 additional soccer fields, and 2) approximately 25 softball fields. (See Stadium Committee minutes dated September 29, 2004). The Committee recommends that the area surrounding the new stadium be planned to address these needs. These additional park assets could be used for such events as The Commonwealth Games, football tournaments, softball/baseball tournaments and soccer and lacrosse events.

5. The Committee strongly encourages Council to continue to work with the School Board to make Victory Stadium usable for high school football games until such time as the new stadium can be constructed.

**Presented by
Jack Parrott, Chair**

Summary of Resource Material Made Available to the Victory Stadium Study Committee by the City of Roanoke 12January2005

Reference #1

"Victory Stadium Renovations, Feasibility and Design Analysis"

Heery International

May 6, 1996

Heery's investigations led them to a series of five possible options:

1. BASIC INFRASTRUCTURE REMEDIATION, including cosmetic and structural repairs to existing grandstands and brick veneer, retrofitting existing public restrooms, constructing new locker rooms, making ADA accessibility improvements to the grandstands and updating the field lighting.
2. COMPLETE RENOVATION OF THE EXISTING STADIUM, including removal of track, reconfiguring playing field to accommodate more sports, complete renovation and addition of public restroom and concession spaces, new locker rooms, press box and entry gates. Update stadium lighting and making ADA accessibility improvements.
3. REMOVAL OF EAST GRANDSTANDS AND ADDITION OF NEW 8-LANE TRACK, including removal of Victory Fountain, addition of new 5,000-seat grandstand on the east, new press box, entry gates, lighting locker rooms and stage area, retrofitting public restrooms and concessions in west grandstand and improved ADA accessibility.
4. REMOVAL OF LOWER PORTIONS OF EACH GRANDSTAND, including an elevated concourse, new raised playing field and 8-lane track, covered stage area, new press box, locker rooms, entry gates, public restroom and concession spaces, and renovated grandstands with ADA accessibility.
5. CONSTRUCT A NEW STADIUM to accommodate 15,000 seats and all required parking with a new 8-lane, 400-meter track on a new site.

The City chose Option 4 to develop further and was the focus of the remainder of the report.

GENERAL RENOVATION CONCEPT

- Reorganize site circulation and increase parking.
- Provide new stadium entry gates and ticketing kiosks.
- Demolish first 17 rows of seating from both grandstands to make room for new 8-lane, 400-meter track and field event area.
- Raise playing field 5'0" above existing grade to get above the flood plain.
- Renovate and repair structural deficiencies to both remaining grandstands.
- Update field lighting to broadcast standards.
- Renovate both remaining grandstands to accommodate ADA seating requirements.
- Demolish existing press box.
- Construct new press box and VIP suites on the west grandstand.
- Add vertical circulation (i.e. ramps, stairs and elevators).

- Construct all new visiting and home team locker rooms on grade level.
- Construct new elevated public concourse.
- Construct new public restroom and concession amenities on elevated concourse.

CONCEPTUAL COST ANALYSIS

\$14,075,000

CONCLUSION

"Based upon the analysis outlined above, it is clear that forecast stadium annual revenues of about \$135,000 will not offset probable stadium expenses of \$160,000. A projected annual deficit of at least \$25,000 is likely - using very optimistic assumptions on the revenue side of an expense estimate which has relatively little historic record at Victory Stadium. Consequently, the City of Roanoke should probably be prepared for a larger annual operating deficit as it budgets for the facility. Indeed, if only current revenue levels were achieved and expenses reached the level forecast, the annual operating deficit would be in the neighborhood of \$140,000. If revisions to current accounting and cost allocation practices are made to enable careful and systematic tracking of costs, these operating estimates could be revised with greater confidence.

Acquisition and development of a new parking area for almost 4,000 cars north of Reserve Avenue might substantially improve the appeal of the sports complex - and Victory Stadium. However, preliminary estimates suggest that incremental added revenue would not offset capital and operating costs."

Reference #2

"Roanoke River Flood Reduction Project - Status Update"

Author Not Provided

August 17, 2004

"The Roanoke River Flood Reduction Project Phase I consists of strategically placed bench cuts and training walls along the river beginning in Wasena Park and ending at the Wastewater Treatment Plant. The project involves a training wall (i.e. earth berm) along the river in the vicinity of Victory Stadium. The wall begins just downstream of the Franklin Street Bridge and ends just upstream of the Jefferson Street Bridge. The wall will be placed approximately 40 feet from the edge of the river bank and varies in height from 7' to 10'. The existing fountain at the south end of the stadium will be displaced by the construction of the wall.

The proposed wall is intended to protect the area from approximately the 10 to 12 year storm event. The wall will protect the stadium from the initial downstream flow of the river during larger rain events (up to the 30 year storm event). However, due to backwater conditions, water will still flood the stadium area."

Reference #6

"Victory Stadium, Feasibility Study" - DRAFT

Rosser International

May 2000

EXECUTIVE SUMMARY

- Heery's study did not solve parking, noise or vehicle access issues.
- Actual use profile suggests a need of "2,000 to 3,000 seats would suffice most games, and 6,000 would allow the City to compete for the annual high school playoff games."
- "The Fourth of July Festival and other events draw up to 10,000 spectators for a variety of activities."
- A 6,000-seat facility requires 2,000 parking spaces.
- "Any facility with 2,000 parking spaces nearby is a siting issue in a city; accordingly, site locations with those parking spaces available are desirable. With management by the Civic Center, a site near that facility can take advantage of existing parking, and sites all around the Civic Center were reviewed, focusing on north of Orange Avenue and East of Williamson Road."

CONCEPTS

1. This is an approximate diagram of the existing stadium, with renovations as proposed in the 1996 Heery International (Option 4) study. **Updated Cost = \$16.0 million.**
2. This approach provides a stand-alone sports stadium, on a new site, seating 6,000, with football, soccer and track venues, along with about 750 parking spaces. **Cost = \$9.4 million.**
3. This option includes sub-options A and B, suggesting a stage component added to the sports facility either on a sideline (A) or in the end zone (B). **Cost = \$14.1 million.**
4. This approach suggests a new stand-alone amphitheater, to be planned in accordance with one or two new high school specific stadiums, possibly on the site of the high school themselves. **Amphitheatre Cost = \$17.3 million, HS Stadium Cost = \$3.7 million.**

BUDGET AND SCHEDULING NARRATIVE

- CONCEPT 1. - Heery International's Option 4 project costs "may be in the \$20 million range once all non-construction costs are included. The previous study, while altering the field and spectator support facilities, still left significant participant support facilities (lockers etc.) at the original field level below the stadium. Such facilities would still be subject to flooding." Noted that Heery's study only raised the field 5 feet, which is three feet below the floodplain.
- The property for the purposes of this study is the Orange Avenue site. "Given its location off the commercially viable street frontages of Orange and Williamson, it represents an underutilized area which is very close to the existing Civic Center."
- VS demolition costs estimated at approximately \$600,000.

Reference #15**"Comprehensive Parks & Recreation Master Plan"****Roanoke Parks & Recreation****May 2000**

The Plan does not include Victory Stadium, as they no longer had management responsibility of the facility, which had been transferred to the Civic Center

Reference #21**Letter****Superintendent of Roanoke City Public Schools Wayne Harris****May 28, 1999**

Recommends construction of a stadium on present site of Victory Stadium or River's Edge Sports Complex with a seating capacity of 6,000 or more. The letter notes, "The Virginia High School League requirement for state semi-final football games is 5,000 and 6,000 for state finals." Recommends construction of an (8) lane all-weather track with the stadium, as well as all of the amenities of a modern facility.

Reference #25**"Meeting Minutes"****Rosser International****Spring, 2002**

This reference documents meeting minutes from stakeholder meetings. Stakeholders included: Roanoke Schools, Roanoke Catholic School, Total Action Against Poverty, WVEC, Traffic Review, City Consultants, City Regulator Agencies, Amphitheatre Operations and Food Staff, City Council and Mayor, Festival in the Park, Music for Americans, City Council Members, Roanoke Parks and Recreation, City Manager

Reference #31**"Chronology of Actions to Date Regarding Victory Stadium"****Roanoke Parks & Recreation****February 22, 2000**

Chronology spans from the Heery report of 1995 thru January 2000:

- "Late 1998 to early 1999 - Public input conducted as part of the master plan work, including a telephone survey that should be considered statistically valid, found that Victory Stadium was not an important recreational issue to most citizens. The various public forums associated with the master plan found no clear direction regarding the renovation vs. replacement issue."
- "May 1998 - Rife+Wood Architects provided a feasibility study for improvements to the Rivers Edge Sports Complex, including a smaller replacement stadium of 3,000-4,000 seats."

This effort was driven by the desire to get the highest return on the City's investment and to create a facility sized appropriately for the City's expected needs."

- "November 1998 - Parks & Recreation staff developed four additional replacement scenarios. Three placed the 3,000-4,000 seat stadium within the Rivers Edge Sports Complex, and one suggested that a stadium be built on each high school campus."
- "January 1999 - Leon & PROS, the consultant for the P&R Master Plan, provided an Operational Budget & Economic Impact estimate for the Rivers Edge Sports Complex, including a 3,000-seat stadium. It found that by adding a softball complex, revenues could exceed expenses."
- "July 1999 - The Citizen Advisory Committee for the Parks and Recreation Comprehensive Master Plan formally approved a set of 12 Action Strategies, one of which focused on Victory Stadium. The CAC recommended demolition of the stadium and construction along the lines of Plan HOK, with the 400m track to be built off site."
- "December 2000 - Parks and Recreation hosted a public workshop on the Master Plan. Most discussions about the stadium related to the features of the new stadium, with few expressing concerns about razing the old stadium. Only about 20% of written comments on the topic expressed any reservations about demolition of the existing stadium."

Reference #32

"Final Report to the City of Roanoke - Victory Stadium Feasibility Study"

C.H. Johnson Consulting, Inc.

May 2000

EXECUTIVE SUMMARY

- "The challenges facing the Roanoke Metropolitan Statistical Area (MSA) as a market for entertainment events include the relatively small population of the MSA itself, low growth rates, and the low population density and income levels in the areas outside the MSA. Roanoke is somewhat isolated from some of its surrounding areas due in part to the region's mountain ranges."
- "Comparison of the Roanoke market to other market areas in the region that have outdoor amphitheaters reveals that its market is roughly less than half the size of the peer amphitheater markets."
- "However, the level of concert activity (at the Civic Center) and excess seating capacity for several events do not currently suggest a high level of unaccommodated demand in the market."
- "Johnson Consulting's analysis of the economic and demographic characteristics of the Roanoke market and comparisons to other markets in the region with true amphitheaters with capacities of 15,000-to-20,000 reveals that there is insufficient demand at this time to warrant such a facility in Roanoke. A smaller amphitheater with a seating capacity of approximately 5,000 located near Roanoke's vibrant downtown may fill a market niche."

Reference #33**Cost Estimates for Various Schemes****Rosser International****August 4, 2000**

- Scheme 1A - Endzone Stage at Existing Stadium Including Parking - \$16.8 million
- Scheme 1B - Sideline Stage at Existing Stadium Including Parking - \$14.4 million
- Scheme 1C - Sideline/Replacement at Existing Stadium Including Parking - \$17.7 million
- Scheme 1D - Conversion to Recreation Fields Including Parking - \$4.4 million

Reference #34**"Roanoke Civic Center and Victory Stadium - Parking and Traffic Study"****Wilbur Smith Associates****November 13, 2000**

- Victory Stadium currently has 800 gravel parking spaces.
- For a 2,000-spectator event, parking is adequate.
- For an 8,000-person event, 2,909 spaces are required.
- The biomedical complex, Riverside Centre, could potentially include several thousand parking spaces within walking distance of Victory Stadium.

Reference #35**Memorandum to Darlene Burcham****Jim Evans and Fred Krenson****December 15, 2000**

This reference provides cost updates of Rosser International options and provides areas of concern:

- Option 1A - Endzone Stage at Existing Stadium Including Parking - \$17.6 million
- Option 1B - Sideline Stage at Existing Stadium Including Parking - \$15.2 million
- Option 1C - Sideline/Replacement at Existing Stadium Including Parking - \$18.5 million
- Option 1D - Conversion to Recreation Fields Including Parking - \$6.5 million

Reference #36**"Victory Stadium Information"****Author Not Provided****January and February 2001**

This reference provides miscellaneous information pertaining to the Heery study and Rosser's Options 1, 1.1, 1B, 1C, 1CC, and 1CCC for the Victory Stadium site. The original 4 Heery options (not including no. 5, which was to replace the stadium) of renovating Victory Stadium are arrayed in a table. Rosser's Option 1 has been further developed into the following:

- Option 1 - Renovate stadium, both sides. Cost = \$16.5 million, with an annual net loss of \$250,000.
- Option 1.1 - Minimum rework of existing stadium, seating for 10,000. Cost = \$9.6 million.
- Option 1B - Renovation of existing stadium on one side providing sideline amphitheater stage. Cost = \$14.5 million, with an annual net loss of \$110,000.
- Option 1C - New stadium, oriented more east-west, for 8,000 seats. Cost = \$18.3 million, with an annual income of \$30,000.
- Option 1CC - New stadium with movable seats, oriented more east-west, for 8,000 seats. Cost = \$19.6 million.
- Option 1CCC - diagram only; shows both "Sport Stadium" and "Amphitheatre" arrangements. No other description available.

Reference #37

"Virginia State HS Football Facility Survey"

Civic Center

March 3, 2001

Matrix shows what size facilities, attendance and parking other VA cities have relative to their HS football program.

Reference #38

"Multiple Sites Study, Replacement Options For Victory Stadium"

Rosser International

April 2, 2001

Rosser produced a study of 12 sites in Roanoke for four different stadium configurations:

- Option 1A - a basic stadium with a track
- Option 1B - a basic stadium without a track
- Option 2 - a basic combined stadium/amphitheatre
- Option 3 - a basic track only stadium

The 12 Roanoke sites included:

- | | |
|--------------------------------|--------------------------------------|
| • Current Victory Stadium Site | • Orange Ave/Old Lowe's and Landfill |
| • William Fleming HS | • Orange Ave/Junkyard |
| • Patrick Henry HS | • Kings Street North |
| • Brandon Ave/Peters Creek | • Kings Street South |
| • Roanoke-Salem Plaza | • Courtland Ave/North of Orange Ave |
| • Airport | • Valley View Mall/West of 581 |

The report provides a matrix of the various configurations at the different locations. Mrs. Combs provided this matrix to the Victory Stadium Study Committee during her Other Sites Subcommittee report on December 15.

Reference #39
Revised Cost Estimate for Scheme 1A
Rosser International
April 11, 2001

Scheme 1A (7,000 seat Stadium/Amphitheatre) - Orange Avenue North of Roanoke Civic Center
Cost = \$17.4 million (includes parking)

Reference #40
"I-Flow Data"
Author Not Provided
September 24, 2004

This reference provides data collected from the Walnut Avenue Stream Gauge on the Roanoke River. The data includes historic river peak flows as well as flood water elevations for the different storm events (i.e. the 10-year, 50-year, 100-year storms). Also given is the elevation of the field at Victory Stadium for comparison to the elevations of the different storm events. This document notes that major floods were recorded at the stadium site in June 1972, April 1978, November 1985, April 1992, and February 2003.

Reference #42
"Request For Proposal, Professional Services, For Condition Assessment and Evaluation of Victory Stadium"
City of Roanoke
November 4, 2004

RFP prepared by City of Roanoke at the behest of the VS stadium study committee for a condition assessment and evaluation of Victory Stadium. Three firms submitted statements of qualifications, all of which were shortlisted and interviewed. Ultimately, the contract was awarded to Sutton-Kennerly & Associates of Greensboro, North Carolina.

The primary scope of services involves two primary tasks:

1. A condition assessment of the facility's existing concrete-framed structure. Consultant will provide recommendations for repairs and essential maintenance to the stadium's structure that would upgrade the facility to meet current acceptable standards for use, as well as bring it into compliance structurally with current building codes. A cost estimate for the recommended repairs and essential maintenance will also be provided.
2. An analysis to determine the capacity of the existing structure to safely and adequately support the dead and live loads that might be imposed on the structure should it be renovated as outlined in Option 4 by Heery International's 1996 study. Cost estimate will not be provided.

Reference #43**Memorandum - Roanoke Stadium Structural Review****Pat Wheatley, Heery International****June 9, 1995**

This memorandum documents results of a visual structural review performed on Victory Stadium on June 6, 1995. Heery offered four separate observations and recommendations:

1. The concrete beams and columns were "good" and should be considered "adequate for present use." Any additional loads may require additional reinforcement.
2. The masonry facade above the top of the east stands exhibits signs of movement off it's support, and will require reanchoring or removal.
3. The concrete deck on the east stands has severely deteriorated to the point of exposing the reinforcing steel and causing concern for the structural integrity of the deck. Depending on test results, application of a topping or deck replacement are possible solutions.
4. Block masonry concessions and restrooms may need reinforcement with grout and steel.

Reference #44**Historical School system informational material relating to stadium needs and VS renovations.****March 1998 - September 2004**

Memoranda, emails, meeting notes and correspondence all regarding Victory Stadium and the athletic needs of students

Stadium Study Committee

August 12, 2004 – April 20, 2005

The Following Presentations were made to Members of the Stadium Study Committee:

September 15, 2004 - Victory Stadium History/Overview – Charles Anderson, City Engineering Department

September 29, 2004 – Original Norfolk Southern land agreement Conditions/Restrictions relative to Victory Stadium and properties – William M. Hackworth, City Attorney

Operating budget of Victory Stadium and related income or loss history – Wilhemina Boyd, Director of Civic Facilities

National Guard Armory ownership; future relocation plans, etc. – Phil Schirmer, City Engineer

Overview of Parks and Recreation Comprehensive Plan; City athletic needs (both indoor and outdoor), etc. – Steve Buschor, Director of Parks and Recreation Department

October 13, 2004 – EventZone and its role in City events, marketing of related sporting events, proposed event use of Victory Stadium – Katie Lucas, Director of Event Services

October 27, 2004 – Virginia Amateur Sports – How events such as The Commonwealth Games would use a new stadium and what athletic facilities are most needed in the Valley in order to successfully market the area as an athletic host city – Pete Lampman, President, Virginia Amateur Sports

Stadium Redesign Concept – Jan Wilkins, Stadium Study Committee Member

November 10, 2004 – Roanoke Valley Greenway Network (existing and proposed) in and around the City of Roanoke (including Victory Stadium area) – Liz Belcher, Roanoke Valley Greenway Coordinator

December 1, 2004 - Building codes and zoning requirements and how they impact Victory Stadium – Karl Cooler, Building Commissioner

Historical status of Victory Stadium – Brian Townsend, Director of Planning, Building and Development

December 15, 2004 – Roanoke City School Board's current position relative to athletic facility/stadium needs and related positions to Victory Stadium - Kathy Stockburger, Chair, Roanoke City School Board

South Jefferson redevelopment plan status as related to Victory Stadium/Bio-medical Research Park area – John Baker, Executive Director Roanoke Redevelopment and Housing Authority

January 12, 2005 - Summary of pertinent resource material – Chad Van Hyning and Gwen Mason

Report of Sutton-Kennerly, Inc., preliminary assessment debriefing of January 12 and Phase II scope of work follow up of Victory Stadium – Jack Parrott

February 9, 2005 – Report from Chair Parrott on meeting with Dr. Ed Murphy, President/CEO, Carilion Health Systems

Report from Mr. Parrott and Mr. Van Hyning on site visits to locations as indicated in "Multiple Sites Study" – Resource Material #38

Presentation from U. S. Army Corps of Engineers, Wilmington, North Carolina, on status of Roanoke Flood Reduction Project and new funding formula guidelines related to such – Jan Brodmerkel, Project Management and Ray Batchelor, Civic Engineer Planning Services

February 23, 2005 – Presentation from E. Duane Howard, Citizen, on gravity sports as an economic revenue generating activity for a stadium/sports venue.

March 23, 2005 - "Condition Assessment and Evaluation of Victory Stadium" - Conrad B. Ehrhardt, P.E., President, Michael L. Parker, P.E., Senior Engineering Technical Specialist, Robert G. Kennerly, Sr., P.E., Senior Engineering Consultant – Sutton-Kennerly & Associates, Inc., Greensboro, North Carolina,



C. NELSON HARRIS
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

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April 27, 2005

The Honorable Vice-Mayor and Members of
the Roanoke City Council
Roanoke, Virginia

Dear Vice-Mayor Fitzpatrick and Members of Council:

In response to my previous communication with you over the past several days, I am attaching to this letter a "Plan of Action for Stadium Decision" that can facilitate our concluding this matter. The plan consists of both requests for information, namely cost estimates for certain stadium options, as well as referral of certain recommendations from the Stadium Study Committee to the city and school administrations. The plan is responsive to the work of the Stadium Study Committee and to the additional requests from members of the City Council. I will have this placed on the May 2 agenda under the section that includes the final reporting of the Stadium Study Committee. I trust that Council will adopt the plan as a means to moving Council to a final stadium decision.

I thank each of you for your time, input, and cooperation with me in developing this plan and hope that this is responsive to your needs.

With best personal regards, I am

Sincerely,
A handwritten signature in black ink that reads "C. Nelson Harris". The signature is written in a cursive, flowing style.

C. Nelson Harris
Mayor

CNH:sm

Attachment

Plan of Action for Stadium Decision:

Council direct the City administration to take the necessary steps that result in City Council receiving thorough, independent cost estimates from professionals with significant experience in designing and/or constructing new and renovated stadium projects for:

A basic renovation of the existing Victory Stadium incorporating elements enumerated in Section A.5, Items B (if it meets historic standards), C through F, two turf options (one artificial, one natural), compliance with ADA standards, a renovated press box, upgraded lighting and sound systems, and with a minimum retention of 20,000 seats. Further, one renovation estimate should be based on a design to meet the Secretary of Interior Standards for historic tax credit purposes and the second estimate to not include said standards.

A new stadium incorporating elements enumerated in Section A.5, Items B through L, with estimates reflecting seating capacities at 5,000, 10,000 and 15,000 benchmarks.

All options take into account the impact of the flood reduction project along the Roanoke River and make the appropriate adjustments to the construction estimates.

Council affirm the Stadium Study Committee's recommendation that a stadium facility remain sited in the area outlined by Recommendation A.2.

Council direct the City administration to provide a cost estimate for Item A.1.

Council forward Recommendations B.1 and B.2 to the Roanoke City School Board for review and response.

Council refer items contained in Recommendation B.3 to the City Manager for review and report back to City Council.

Council refer Recommendation B.4 to the City Manager for review and report back to City Council.

Recommendation B.5 is currently being addressed.